

COMMITMENT for TITLE INSURANCE

issued by



TITLE COMPANY OF THE ROCKIES, INC.

as agent for

CHICAGO TITLE INSURANCE COMPANY

Reference: 4055532

Commitment Number: 0701442-C2

Prepared for:

Kim Hartmann
Fidelity National Default Solutions
15661 Red Hill Avenue, Suite 201
Tustin, CA 92780

Inquiries should be directed to:

Kelli Burbach
Title Company of the Rockies - Garfield County
0326 Highway 133, Suite 120
Carbondale, CO 81623

SCHEDULE A

1. Effective Date: **December 19, 2004, 7:00 am** Issue Date: **January 14, 2005**
2. Policy (or Policies) to be issued:

ALTA Owner's Policy (10/17/92) Policy Amount:

Proposed Insured: **A Buyer to be Determined**
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

and title thereto is at the effective date hereof vested in:

United States of America
4. The land referred to in this Commitment is located in the County of **Pitkin**, State of **Colorado**, and is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE

LEGAL DESCRIPTION

The land referred to in herein is located in the County of Pitkin, State of Colorado, and described as follows:

(Castle Parcel)

A parcel of land situated in Southeast one-quarter Southwest one-quarter (SE1/4SW1/4) and in the Southwest one-quarter Southeast one-quarter (SW1/4SE1/4) of Section 20 and in the Northeast one-quarter Northwest one-quarter (NE1/4NW1/4), in the Northwest one-quarter Northeast one-quarter (NW1/4NE1/4), and in the Southwest one-quarter Northeast one-quarter (SW1/4NE1/4) of Section 29, all in Township 10 South, Range 88 West of the 6th Principal Meridian, Pitkin County, Colorado, said parcel being more particularly described as follows:

Beginning at the Center of said Section 29;
thence North 00°06' West, 1,318.69 feet along the North-South centerline of Section 29 to the Southeast Corner of the Northeast one-quarter Northwest one-quarter (NE1/4NW1/4) of said Section 29;
thence South 89°41' West, 721.34 feet along the southerly boundary line of the Northeast one-quarter Northwest one-quarter (NE1/4NW1/4) of said Section 29 to a point in the center of the Crystal River;
thence North 49°02'02" East, 339.50 feet along the center of said River;
thence North 11°24'06" West, 812.33 feet along the center of said river;
thence North 34°08'21" East, 295.94 feet;
thence North 12°46'23" East, 431.44 feet;
thence North 17°10'57" West, 180.49 feet;
thence South 54°59'32" East, 927.62 feet to a point on the northerly boundary line of the Northwest one-quarter Northeast one-quarter (NW1/4NE1/4) of said Section 29;
thence North 89°38' East, 498.34 feet along said northerly boundary line;
thence South 2,638.84 feet to a point on the East-West centerline of said Section 29;
thence South 89°44' West, 838.41 feet along said East-West centerline to the Center of said Section 29, the Point of Beginning.

TOGETHER WITH

A 30 foot wide access easement situated in the NW1/4 SE1/4 and in the E1/2 SW1/4 of Section 20, Township 10 South, Range 88 West of the 6th Principal Meridian, Pitkin County, Colorado, and lying 15 feet on each side of the following described centerline:

Beginning at a point whence a stone found in place for the Witness Corner to the Southwest Corner of said Section 20 bears S 78°33'34" W 2278.67 feet; thence N 15°12'47" W 25.64 feet; thence N 19°15'22" W 53.09 feet; thence N 12°28'46" W 39.19 feet; thence N 09°56'28" W 106.16 feet; thence N 07°05'31" W 25.92 feet; thence N 13°31'54" E 26.10 feet; thence N 36°17'41" E 50.08 feet; thence N 26°35'38" E 50.35 feet; thence N 15°21'48" E 35.29 feet; thence N 10°13'11" E 80.34 feet; thence N 05°41'34" W 92.25 feet; thence N 03°37'15" W 63.37 feet; thence N 21°38'48" E 162.46 feet; thence N 31°34'37" E 106.30 feet; thence N 39°11'43" E 34.57 feet; thence N 29°59'38" E 64.06 feet; thence N 21°19'55" E 83.26 feet; thence N 25°42'19" E 81.91 feet; thence N 19°10'30" E 72.17 feet; thence N 01°03'52" W 231.13 feet; thence 117.84 feet along the arc of a curve to the right, having a radius of 112.29 feet, the chord of which bears N 29°00'04" E 112.51 feet; and continuing on the existing 30 foot wide access easement previously recorded as described to wit:

Beginning at a point in the NW1/4 SE1/4 of said Section 20 whence a stone found in place and properly marked for the Witness Point to the Southwest Corner of said Section 20 bears: S 52°53'19" W 3224.57 feet; thence along said centerline, N 59°04'01" E 187.16 feet; thence 136.84 feet along the arc of a curve to the left, having a radius of 263.57 feet, the chord of which bears N 44°11'35" E 135.31 feet; thence N 29°19'10" E 372.52 feet; thence 139.58 feet along the arc of a curve to the right, having a radius of 740.33 feet, the chord of which bears: N 34°43'15" E 139.38 feet; thence N 40°07'20" E 183.61 feet; thence 191.24 feet along the arc of a curve to the left, having a radius of 264.95 feet, the chord of which bears: N 19°26'41" E 187.12 feet; thence N 01°13'59" W 135.97 feet; thence 290.76 feet along the arc of a curve to the left, having a radius of 479.72 feet, the chord of which bears: N 18°35'49" W 286.33 feet; thence N 35°57'37" W 183.53 feet; thence 291.64 feet along the arc of a curve to the right, having the radius of 505.69 feet, the chord of which bears: N 19°26'23" W 287.61 feet; thence N 02°55'00" W 203.00 feet; thence 149.57 feet along the arc of a curve to the left, having a radius of 809.76 feet, the chord of which bears: N 08°12'30" W 149.36 feet; thence N 13°30'00" W 8.07 feet, more or less, to a point on the southerly right-of-way line of the Redstone Road.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I
REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Deed from United States of America to A Buyer to be Determined.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR PITKIN COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

NOTE: THIS COMMITMENT IS ISSUED UPON THE EXPRESS AGREEMENT AND UNDERSTANDING THAT THE APPLICABLE PREMIUMS, CHARGES AND FEES SHALL BE PAID BY THE APPLICANT IF THE APPLICANT AND/OR ITS DESIGNEE OR NOMINEE CLOSES THE TRANSACTION CONTEMPLATED BY OR OTHERWISE RELIES UPON THE COMMITMENT, ALL IN ACCORDANCE WITH THE RULES AND SCHEDULES OF RATES ON FILE WITH THE COLORADO DEPARTMENT OF INSURANCE.

COMMITMENT FOR TITLE INSURANCE**SCHEDULE B - SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any other facts which a correct survey would disclose and which are not shown by the public records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
7. Right of the Proprietor of a Vein or Lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded October 25, 1897, in Book 55 at Page 72, September 22, 1903, in Book 55 at Page 122, September 22, 1903, in Book 55 at Page 125.
8. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded October 25, 1897, in Book 55 at Page 72, September 22, 1903, in Book 55 at Page 122, September 22, 1903, in Book 55 at Page 125.
9. Easement and right of way for mainline and pipeline purposes, as reserved by C. Deen Cook and William J. Higgins in the Deed to Crystal River Lodge, Inc., recorded June 29, 1946, in Book 166 at Page 432, said easement being more particularly described therein.
10. Easement and right of way for electric transmission or distribution line purposes, as granted by The Sentinel Publishing Co. to Holy Cross Electric Association by instrument recorded October 14, 1976, in Book 317 at Page 999 said easement being more particularly described therein.
11. Easement and right of way for road purposes, as granted by Colomo, Inc. to The Sentinel Publishing Company by instrument recorded November 10, 1975, in Book 305 at Page 238 said easement being more particularly described therein.
12. Easement Vacation Agreement between Redstone Investment Co. and Rose Marie Hayes-Johnson recorded February 24, 1995, in Book 774 at Page 901.

13. Deed of Easement between Nancy Kissner-Wilson and James B. Johnson and Redstone Investment Co. recorded February 24, 1995, in Book 774 at Page 903.
14. Deed of Easement recorded February 24, 1995, in Book 774 at Page 907.
15. Deed of Easement recorded February 24, 1995, in Book 774 at Page 911.
16. Deed of Easement recorded February 24, 1995, in Book 774 at Page 916.
17. Deed of Easement recorded February 24, 1995, in Book 774 at Page 920, as amended by instruments recorded March 2, 2000, at Reception Nos. 441038 and 441039.
18. 60 foot access and utility easement as described in Quit Claim Deed recorded March 20, 1995, in Book 776 at Page 724.
19. Ditchrider Cabin Easement as described in Special Warranty Deed between Redstone Investment Co. and Rose Marie Hayes-Johnson recorded March 20, 1995, in Book 776 at Page 727.
20. Easement and right of way for access purposes, as granted by Redstone Investment Co. by instrument recorded March 3, 1995, in Book 775 at Page 364, March 3, 1995, in Book 775 at Page 383, March 20, 1995, in Book 776 at Page 646, March 20, 1995, in Book 776 at Page 690, March 20, 1995, in Book 776 at Page 697, March 20, 1995, in Book 776 at Page 718, March 20, 1995, in Book 776 at Page 727.
21. Deed of Easement recorded April 13, 1995, in Book 778 at Page 417.
22. Deed of Easement recorded April 21, 1995, in Book 779 at Page 193.
23. Easement and right of way for ingress and egress to Redstone Boulevard purposes, as granted by Redstone Investments Inc. to Cleveholm Manor Inc. by instrument recorded January 14, 1998, at Reception No. 412515.
24. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the Crystal River lying within subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands.

NOTE: There are no documents in the land records in the office of the Clerk and Recorder for Pitkin County, Colorado, accurately locating past or present locations of the center thread, bank, bed or channel of the above river or indicating any alterations of the same as from time to time may have occurred.
25. Any rights, interests or easements in favor of the State of Colorado, the United States of America, or the general public, which exist or are claimed to exist in, over, under and/or across the waters and present and past bed and banks of the Crystal River.
26. Any and all ditches and ditch rights.
27. All Easements and Rights of Way as shown on the Redstone Investment Co. Parcel Map by Lines In Space dated September 21, 1994.
28. Any and all right, title or interest which may be asserted by the Redstone Water and Sanitation

District due to or resulting from its water tank, water tank access or water lines being located on and/or traversing the subject property.

29. Agreement by Leon Harte, Tranquil Options, LLC, Peaceful Options, LLC, Serenity Options, LLC and the Redstone Water and Sanitation District recorded June 16, 2000, at Reception No. 444279.
30. Water System Easement Agreement by Leon Harte, Tranquil Options, LLC, Peaceful Options, LLC, Serenity Options, LLC and the Redstone Water and Sanitation District recorded June 16, 2000, at Reception No. 444280.

DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the land described in Schedule A of this Commitment within the past 13 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and materialmen's liens.
- D. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
- E. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy: We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

COMMITMENT for TITLE INSURANCE

issued by



TITLE COMPANY OF THE ROCKIES, INC.

as agent for

CHICAGO TITLE INSURANCE COMPANY

Reference: 4055535

Commitment Number: 0701445-C2

Prepared for:

Kim Hartmann
Fidelity National Default Solutions
15661 Red Hill Avenue, Suite 201
Tustin, CA 92780

Inquiries should be directed to:

Kelli Burbach
Title Company of the Rockies - Garfield County
0326 Highway 133, Suite 120
Carbondale, CO 81623

SCHEDULE A

1. Effective Date: **December 19, 2004, 7:00 am** Issue Date: **January 14, 2005**
2. Policy (or Policies) to be issued:

ALTA Owner's Policy (10/17/92) Policy Amount:

Proposed Insured: **A Buyer To Be Determined**
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

and title thereto is at the effective date hereof vested in:

United States of America
4. The land referred to in this Commitment is located in the County of **Pitkin**, State of **Colorado**, and is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE

LEGAL DESCRIPTION

The land referred to in herein is located in the County of Pitkin, State of Colorado, and described as follows:

(Barn Parcel)

A tract of land situated in the E1/2 SW1/4 and in the W1/2 SE1/4 of Section 20, Township 10 South, Range 88 West of the 6th Principal Meridian, Pitkin County, Colorado, and being more particularly described as follows:

Beginning at a point whence a stone found in place for the Witness Corner to the Southwest Corner of said Section 20 bears S 75°15'53" W 2164.01 feet; thence S 79°09'36" E 128.71 feet; thence N 28°33'26" E 105.14 feet; thence N 12°30'11" E 54.24 feet; thence N 23°34'12" E 119.92 feet to a point in the centerline of a roadway as built and in place; thence along the centerline of said roadway on the following courses: N 03°37'15" W 37.69 feet; thence N 21°38'48" E 162.46 feet; thence N 31°34'37" E 106.30 feet; thence N 39°11'43" E 34.57 feet; thence N 29°59'38" E 64.06 feet; thence N 21°19'55" E 83.26 feet; thence N 25°42'19" E 81.91 feet; thence N 19°10'30" E 72.17 feet; thence N 01°50'31" W 48.86 feet; thence N 02°18'19" E 88.67 feet; thence leaving said roadway centerline on a course bearing S 63°15'20" E for 143.03 feet; thence S 85°07'15" E 181.11 feet; thence N 63°25'04" E 156.14 feet; thence S 65°10'01" E 887.76 feet; thence South 1348.24 feet; thence N 59°48'31" W 1161.86 feet to a road intersection as built; thence S 85°01'19" W 667.80 feet; thence S 72°49'03" W 80.00 feet; thence N 17°10'57" W 267.15 feet; thence N 72°49'03" E 80.00 feet to the point of beginning.

TOGETHER WITH

A 30 foot wide access easement situated in the NW1/4 SE1/4 and in the E1/2 SW1/4 of Section 20, Township 10 South, Range 88 West of the 6th Principal Meridian, Pitkin County, Colorado, and lying 15 feet on each side of the following described centerline:

Beginning at a point whence a stone found in place for the Witness Corner to the Southwest Corner of said Section 20 bears S 78°33'34" W 2278.67 feet; thence N 15°12'47" W 25.64 feet; thence N 19°15'22" W 53.09 feet; thence N 12°28'46" W 39.19 feet; thence N 09°56'28" W 106.16 feet; thence N 07°05'31" W 25.92 feet; thence N 13°31'54" E 26.10 feet; thence N 36°17'41" E 50.08 feet; thence N 26°35'38" E 50.35 feet; thence N 15°21'48" E 35.29 feet; thence N 10°13'11" E 80.34 feet; thence N 05°41'34" W 92.25 feet; thence N 03°37'15" W 63.37 feet; thence N 21°38'48" E 162.46 feet; thence N 31°34'37" E 106.30 feet; thence N 39°11'43" E 34.57 feet; thence N 29°59'38" E 64.06 feet; thence N 21°19'55" E 83.26 feet; thence N 25°42'19" E 81.91 feet; thence N 19°10'30" E 72.17 feet; thence N 01°03'52" W 231.13 feet; thence 117.84 feet along the arc of a curve to the right, having a radius of 112.29 feet, the chord of which bears N 29°00'04" E 112.51 feet; and continuing on the existing 30 foot wide access easement previously recorded as described to wit:

Beginning at a point in the NW1/4 SE1/4 of said Section 20 whence a stone found in place and properly marked for the Witness Point to the Southwest Corner of said Section 20 bears: S 52°53'19" W 3224.57 feet; thence along said centerline, N 59°04'01" E 187.16 feet; thence 136.84 feet along the arc of a curve to the left, having a radius of 263.57 feet, the chord of which bears N 44°11'35" E 135.31 feet; thence N 29°19'10" E 372.52 feet; thence 139.58 feet along the arc of a curve to the right, having a radius of 740.33 feet, the chord of which bears: N 34°43'15" E 139.38 feet; thence N 40°07'20" E 183.61 feet; thence 191.24 feet along the arc of a curve to the left, having a radius of 264.95 feet, the chord of which bears: N

19°26'41" E 187.12 feet; thence N 01°13'59" W 135.97 feet; thence 290.76 feet along the arc of a curve to the left, having a radius of 479.72 feet, the chord of which bears: N 18°35'49" W 286.33 feet; thence N 35°57'37" W 183.53 feet; thence 291.64 feet along the arc of a curve to the right, having the radius of 505.69 feet, the chord of which bears: N 19°26'23" W 287.61 feet; thence N 02°55'00" W 203.00 feet; thence 149.57 feet along the arc of a curve to the left, having a radius of 809.76 feet, the chord of which bears: N 08°12'30" W 149.36 feet; thence N 13°30'00" W 8.07 feet, more or less, to a point on the southerly right-of-way line of the Redstone Road.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I
REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Deed from United States of America to A Buyer To Be Determined.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR PITKIN COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

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COMMITMENT FOR TITLE INSURANCESCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any other facts which a correct survey would disclose and which are not shown by the public records.
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5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
7. Right of the Proprietor of a Vein or Lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded October 25, 1897, in Book 55 at Page 72, September 22, 1903, in Book 55 at Page 122, September 22, 1903, in Book 55 at Page 125.
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10. Easement and right of way for electric transmission or distribution line purposes, as granted by The Sentinel Publishing Co. to Holy Cross Electric Association by instrument recorded October 14, 1976, in Book 317 at Page 999 said easement being more particularly described therein.
11. Easement and right of way for road purposes, as granted by Colomo, Inc. to The Sentinel Publishing Company by instrument recorded November 10, 1975, in Book 305 at Page 238 said easement being more particularly described therein.
12. Easement Vacation Agreement between Redstone Investment Co. and Rose Marie Hayes-Johnson recorded February 24, 1995, in Book 774 at Page 901.

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24. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the Crystal River lying within subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands.

NOTE: There are no documents in the land records in the office of the Clerk and Recorder for Pitkin County, Colorado, accurately locating past or present locations of the center thread, bank, bed or channel of the above river or indicating any alterations of the same as from time to time may have occurred.
25. Any rights, interests or easements in favor of the State of Colorado, the United States of America, or the general public, which exist or are claimed to exist in, over, under and/or across the waters and present and past bed and banks of the Crystal River.
26. Any and all ditches and ditch rights.
27. All Easements and Rights of Way as shown on the Redstone Investment Co. Parcel Map by Lines In Space dated September 21, 1994.
28. Any and all right, title or interest which may be asserted by the Redstone Water and Sanitation

District due to or resulting from its water tank, water tank access or water lines being located on and/or traversing the subject property.

29. Agreement by Leon Harte, Tranquil Options, LLC, Peaceful Options, LLC, Serenity Options, LLC and the Redstone Water and Sanitation District recorded June 16, 2000, at Reception No. 444279.
30. Water System Easement Agreement by Leon Harte, Tranquil Options, LLC, Peaceful Options, LLC, Serenity Options, LLC and the Redstone Water and Sanitation District recorded June 16, 2000, at Reception No. 444280.

DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the land described in Schedule A of this Commitment within the past 13 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and materialmen's liens.
- D. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
- E. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy: We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

TERMS OF SALE FOR REDSTONE, COLORADO 05-66-895/905/906/909

GENERAL INFORMATION

The placement of a successful bid at a U.S. Department of the Treasury auction establishes a legally binding contract between the successful bidder and the Government. The auctioneer's announcement of the high bid amount and the bidder's number establishes the contract, which is subject to final acceptance by the Government. This contract is bound by these Terms and Conditions, any Special Terms and Conditions published by the Contractor for the specific auction, 19 CFR Customs Duties Part 162, and all other Federal regulations governing contracts for the purchase of Government property, which may be found at <http://www.arnet.gov/far/>. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

EG&G Technical Services, the Contractor, is acting as the agent of the Government with respect to the sale of Government real property at these auctions. The Contractor may videotape the auction and record phone bidding to assist in any future contract resolution actions.

ELIGIBILITY OF BIDDERS

The Bidder warrants that he/she is not: (a) under 18 years of age; (b) an employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold here-under; (c) an agent or immediate member of the household of the employee in (b), above; (d) the Contractor, subcontractor or vendor, or their agent who has access to information concerning the property to be sold at U.S. Department of the Treasury/U.S. Customs Service auctions that is not generally available to the public; (e) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41CFR 101-45.6; or (f) the party, or agent of the party(s), from whom the property was seized.

The Contractor's subcontractor may not act as agent for a third party in purchasing U.S. Department of the Treasury/U.S. Customs Service real property that is or has been in their custody or control. For breach of this warranty, the Government shall have the right to cancel the contract with-out liability.

REGISTRATION OF BIDDERS

Persons wishing to participate in the bidding process of the sale are required to obtain, fill out, and deliver a bidder registration card during the registration process for each sale.

In the event a person is bidding on behalf of another party, an original nota-rized Power of Attorney must be presented at the time of registration. Power of Attorney must include the buying party's social security number.

An individual's signature on the bidder registration card is an acknowledgment of his/her full and complete understanding of all Terms and Conditions and his/her agreement to be bound thereby. Therefore, bidders are cautioned to carefully read all applicable Terms and Conditions contained in this document and the sales flyer/brochure before signing the bidder registration card. Bidders must present a photo ID and evidence of earnest money deposit in the amount of **\$200,000 for Redstone Castle, Carriage House & Stable Complex and \$25,000 for the Victorian Style Home, 410 Redstone Blvd.** in the form of cashier's or certified check made payable to:

EG&G Tech Svcs Inc/ USCS

as a prerequisite of registration.

Each registered bidder will be issued a bidder number upon completion of the registration process. Each bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

The registrant agrees that, should the registrant be the successful bidder of a property lot, the following information regarding the transaction shall be published on the U.S. Department of the Treasury auction website: (1) the registered bidder's name; (2) the property's address; (3) the purchase price of the property. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

GOOD FAITH AND EARNEST MONEY DEPOSITS

Immediately after the bidding is completed the high bidder and second high bidder (Back-Up Bidder) will be required to make a **\$200,000 cashier's check deposit for Redstone Castle, Carriage House & Stable Complex and \$25,000 for the Victorian Style Home, 410 Redstone Blvd.** Good Faith Deposit in the form of a cashier's/ certified check made payable to EG&G Tech Svcs Inc/USCS. A real estate contract will be executed at this time by the high bidder and back-up bidder. The terms of the real estate contract supersede the Terms of Sale.

Within five business days, the high bidder shall deliver ten percent (10%) of the Purchase Price (Earnest Money Deposit) less the Good Faith Deposit, whichever is greater, to EG&G Technical Services by cashier's/certified check, payable to EG&G Tech Svcs Inc/USCS or by bank wire transfer. Should the high bidder fail to deliver the earnest money, Seller shall have all rights and remedies provided in the Terms of Sale, including the right to retain the Good Faith Deposit and any other deposits or payments made by the high bidder as liquidated damages.

Bank Wire Instructions:

Northern Trust Company
50 South LaSalle Street
Chicago, IL 60675
Routing No. (ABA) 071-000-152

With Final Credit to:

EG&G Technical Services
Account No: 24171
Ref: Property

Address the successful bidder's deposit(s) will be retained as the initial payment for the property. Personal or business checks, bank letters, or letters of credit will not be accepted. Cashier's checks made payable to the bidder's name CAN NOT be accepted.

BACK-UP BIDDER

The back-up bidder's Good Faith Deposit will be returned by certified mail or overnight delivery service within five (5) business days after receiving total earnest money deposit from the high bidder. In the event earnest money is not received from the high bidder within the time period specified, the back-up bidder will become the high bidder at the Purchase Price stated in the back-up bid contract. The back-up bidder is obligated to transmit earnest money as stated above within three (3) business days of notification. The foregoing liquidated damages provision shall apply to the back-up bidder.

INSPECTION OF PROPERTY

The bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Failure to inspect property shall not constitute cause for cancellation of sale. Property will be available for inspection at the times specified by the Contractor. Absolutely no access to property is allowed without prior Contractor authorization. At their own expense, potential bidders may have property inspectors examine the property during regularly scheduled open houses.

LEAD BASED PAINT

Information pertaining to any known lead based paint hazards is contained in the Detailed Information Package (DIP). Buyer acknowledges responsibility for all costs associated with the abatement and remediation of any disclosed or potential hazards associated with the property.

ORAL STATEMENTS AND MODIFICATIONS

Changes may be made on the day of the sale to the property status or descriptions in the sales flyer/ brochure. These changes take precedence over previous sales flyer/ brochure information pertinent to that property, but do not alter in any way the basic Terms and Conditions of sale. Further, no interpretation of any provision of the sales contract, including applicable performance requirements, shall be binding on the Government unless furnished to and agreed upon, in writing, by the Contracting Officer or his/her designated representative.

TERMS OF SALE FOR REDSTONE, COLORADO 05-66-895/905/906/909

REAL PROPERTY DESCRIPTIONS

The bidder understands and agrees that the property is offered, purchased, and accepted by the buyer "AS IS" and "WITH ALL FAULTS." The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to quality, condition, or habitability.

All information contained in the sales flyer/brochure was derived from sources believed to be correct, but there is no guarantee. Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the property.

If a legal misrepresentation is determined before the final closing on the property, the Government reserves the right to cancel the sale and refund any earnest/deposit money paid.

OFFERING OF PROPERTY FOR AUCTION AND SUBMISSION OF BIDS

Once the Government accepts a bid, a final written sales contract will be prepared to include the individual information of the high bidder along with the accepted bid amount. A contract may also be conditionally established with the recognized back-up bidder for execution if the high bidder defaults for any reason or is rejected by the Government.

In the event of a dispute as to final bid amount, the Government reserves the right to review the video and audio tape of the auction for clarification or to re-offer the property in question.

WRITTEN BIDS

Written bids may be submitted in person, by registered mail, or by over-night delivery service if the bidder is unable to attend the auction. The appropriate deposit per property by cashier's/certified check only, must accompany your written bid. The cashier's check deposit must be made payable to: **EG&G Tech Svcs Inc/USCS.**

Written bids for the property must be received no later than **Thursday, March 17, 2005**, at the following address: EG&G Technical Services, Department of the Treasury Seized Real Property Support, 7723 Ashton Avenue, Manassas, VA 20109, Attn: Real Property Sales.

Unsuccessful written bidders' deposits will be sent to the bidders by certified mail or overnight delivery service within five (5) business days after the sale.

LIVE ONLINE BIDDING

If you cannot attend the auction in person, you will be able to bid on all lots in this auction online. Via a simulcast, online bidders will be able to bid competitively with the bidders physically at the sale in real time. All online bidders must pre-register by visiting our website at <http://www.treas.gov/auctions/customs/redstone01.html> and clicking on the simulcast auction registration link. You will be prompted to review the Terms and Conditions of Sale and agree to said Terms in order to establish a user name and password. To complete the registration process, you must print a copy of the registration form and mail it with the appropriate deposit per property as follows made payable to **EG&G Tech Svcs Inc/USCS.** Cashier's checks made payable to the bidder's name CANNOT be accepted:

The Redstone Castle, Carriage House and Stable Complex: \$200,000 cashier's check

The Victorian-style Home: \$25,000 cashier's check

Please note that Internet bidders will be required to register online no later than **Monday, March 14, 2005**, and the appropriate deposit per property as stated above must be received no later than **Wednesday, March 16, 2005**, at the following address: EG&G Technical Services, Department of the Treasury Seized Real Property Support, 7723 Ashton Avenue, Manassas, VA 20109, Attn: Real Property Sales.

At the conclusion of bidding, if the winning bid comes from an online bidder, an e-mail will be sent to the successful bidder confirming the bid amount. The successful bidder must acknowledge receipt of the notice and supply the information requested to validate the bid acceptance. This acknowledgement confirms the price offered by the bidder and is subject to acceptance by the Government. Final payment and closing will be in accordance with the Terms and Conditions of Sale as set forth herein. Unsuccessful internet bidders' deposits will be sent to the bidders by certified mail or overnight delivery service within five (5) business days after the sale.

CONSIDERATION OF BIDS

The Government reserves the right to reject any or all bids, and to waive any technical defects in bids. Property is sold with a minimum reserve price unless the property is, in explicit terms, offered without a minimum reserve price. If the minimum reserve price is not achieved, the Government may withdraw the property at any time before the sales contract is executed.

PROPERTY SURVEY

Buyer will be responsible for the cost of a survey, if applicable, for the property selection the day of the auction. The buyer will reimburse the seller at closing.

FINANCING

The buyer is responsible for obtaining his or her own financing arrangements as required. The Government does not provide financing for the purchase of any property offered under these Terms and Conditions. Bidders are strongly recommended to investigate and secure financing arrangements, if required, prior to attendance at a public offering. Failure to obtain financing during the closing process does not relieve the buyer of his/her legal responsibility and obligation for completion of the contract.

Failure to comply with all provisions of the sales contract regarding closing may result in termination of the contract because of buyer's default and may result in the forfeiture of any earnest/deposit funds.

CLOSING

Closing will be held within 45 calendar days of the date the Government signs the sales contract accepting the Buyer's offer. Closing will be held sooner, with mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, exceed closing beyond 45 calendar days. Closing costs including, without limitation, transfer taxes, documentary stamps, recording fees, and escrow fees will be paid by the Buyer and Seller in accordance with the customs of the county in which the property is located. In the event buyer desires title insurance, it will be at the Buyer's expense. Buyer will pay at closing all assessed Surface Water Charges as set forth in the Detailed Information Package (DIP). The Buyer may obtain a survey within the 45 days closing period at their expense and liability. However, neither the sale nor closing period is contingent upon the results of any survey that might be obtained.

GOVERNMENT DEED

Clear title will be conveyed via a Government deed. Liens and other encumbrances will be paid by the Government. Title insurance is available at buyer's expense.

DEFAULTS

Failure to make required deposit or final payments and/or comply with the time frames specified in the sales flyer/brochure shall be deemed default of the high bidder and may result in cancellation of the contract and forfeiture of any rights, title, and interest the Buyer may have acquired. In that case, title of the property will remain with the Government and will result in the forfeiture of the deposit. If the default occurs because of failure to make the required deposit, the buyer shall be liable to the Government for liquidated damages in the amount of that deposit.

PROPERTY OFFERED FOR SALE BY IRS-CI

In accordance with 18 USC Section 1963(f) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited (real) property will not be sold to the defendant or person(s) acting as his/her agent. A real property sales contract may be cancelled by the Government in compliance with the above statutes or policy.

ADDITIONAL TERMS & CONDITIONS

The preceding contains only selected Terms and Conditions of Sale. Complete Terms and Conditions will be available at the viewing and auction or may be obtained from our website at www.treas.gov/auctions/customs/realprop.html. If all your questions are not answered using our website, or you do not have Internet access, please call our Public Auction Line at (703) 361-3131, ext. 279 or fax (703) 361-3671

PURCHASE AND SALE AGREEMENT

BACK-UP BIDDER

REDSTONE CASTLE

REDSTONE, COLORADO

SALE OF REAL PROPERTY

BY

INTERNAL REVENUE SERVICE

AUCTION DATE:

March 19, 2005

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into between Seller and Buyer.

RECITALS

A. Of even date herewith, Seller offered to sell at auction certain property located in the State of Colorado.

B. Buyer was the second high bidder for the property at such auction.

C. In the event the Earnest Money (as hereinafter defined) is not received from the High Bidder within the time specified, the Back-Up Bidder will become the Buyer at the Purchase Price stated herein.

D. Seller and Buyer wish to set forth the agreement of Seller to sell such property and the agreement of Buyer to purchase such property and to set forth the terms and conditions upon which property will be sold and purchased.

AGREEMENT

In consideration of the mutual agreements set forth herein, Seller and Buyer agree as follows:

ARTICLE 1. **DEFINITIONS**

As used in this Agreement:

“Affiliate” means, with respect to any specified Person, any other Person that (a) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person; (b) is a director or officer or employee of any Person covered by clause (a) above; (c) is a partner, beneficiary of a trust or other owner of any stock or other evidences of beneficial ownership of the specified Person or any Person covered by clause (a) above; or (d) is related by blood (including grandparents of the specified Person and of his or her spouse and all lineal descendants of such grandparents), marriage or close business association (including, without limitation, by virtue of being engaged in any general or limited partnership) to the specified Person or any Person covered by clause (a) above or to the spouse of any of the foregoing Persons. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting stock, by contract or otherwise.

“Agreement” means this Agreement and all amendments, modifications and extensions hereto.

“Application” shall have the meaning set forth in Section 8.1(d).

“Auction Date” means March 19, 2005.

“Business Day” means each day, except Saturdays, Sundays and all days observed by the Federal Government as legal holidays.

“Buyer” shall mean the party executing this agreement as the Buyer on the signature pages hereof.

“Buyer-Related Parties” means, individually and collectively, and to the extent applicable (a) Buyer; (b) the shareholders, officers, directors, employees and constituent partners of Buyer or of any direct or indirect partner of or corporate joint-venturer with Buyer; and (c) any Affiliate of Buyer.

“Casualty” shall have the meaning set forth in Section 11.2.

“Claims” shall have the meaning set forth in Section 14.1.

“Clean-Up” means the removal, remediation or elimination of, or other response to, Environmental Contamination, as may be necessary to comply with all applicable Hazardous Substances Laws.

“Closing” shall have the meaning set forth in Article 4.

“Closing Agent” shall mean Title Company of the Rockies, Inc., in its capacity as Closing Agent pursuant to this Agreement.

“Closing Date” shall have the meaning set forth in Article 4.

“Closing Documents” shall have the meaning set forth in Section 10.1.

“Condemnation” shall have the meaning set forth in Section 11.1.

“Deed” shall have the meaning set forth in Section 10.1(a).

“Documents” shall have the meaning set forth in Section 5.5(c).

“Due Diligence Materials” means the materials relating to the transaction contemplated hereby, to which the parties bidding on the Property have been given notice.

“Earnest Money” shall have the meaning set forth in Section 3.1.

“Earnest Money Balance” shall have the meaning set forth in Section 3.1.

“Effective Date” means the date of execution of this Agreement by Seller.

“Environmental Contamination” means the presence of any Hazardous Substance or the existence of any environmental condition at, in or under the Property, or a Release at, in, under or from or to the Property, that (a) is in violation of one or more Hazardous Substances Laws; or (b) would be required to be reported to any governmental authority or agency, and would require clean-up; provided, however, the existence on the Property of non-friable asbestos or friable asbestos in good condition shall not be deemed Environmental Contamination.

“Executory Contracts” shall have the meaning set forth in Article 2.

“Former Owner” means the Person from whom Seller seized the Property, or any part thereof, or any officer, director, employee, partner or Affiliate of such Person.

“Good Faith Deposit” means an amount equal to Dollars deposited by Buyer at auction pursuant to the Terms and Conditions.

“Hazardous Substances” means any hazardous substances as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601(14) and petroleum, natural gas, natural gas liquids and liquefied natural gas, but shall not include non-friable asbestos or friable asbestos in good condition.

“Hazardous Substances Laws” means all Laws regulating emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or regulating the use, treatment, storage, disposal or handling of Hazardous Substances.

“High Bidder” means the party offering the highest bid for the Property.

“Intangibles” shall have the meaning set forth in Article 2.

“Law” means (a) present and future laws, statutes, codes, ordinances, rules, orders, awards, judgments, decrees, injunctions, approvals, permits, requirements, regulations and licenses of every governmental or quasi-governmental authority or agency; (b) orders, rules and regulations of any regulatory, licensing, accrediting, insurance underwriting or rating organization or other body exercising similar functions; and (c) duties or obligations of any kind imposed by law, covenant, condition, agreement or easement, public or private.

“Non-Permitted Exception” shall have the meaning set forth in Section 5.3.

“Notices” shall have the meaning set forth in Article 7.

“Permitted Exception” shall have the meaning set forth in Section 5.3.

“Person” means an individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or the federal government or any state or local government or any agency or political subdivision thereof.

“Personal Property” shall have the meaning set forth in Article 2.

“Pro-Forma Title Policy” shall have the meaning set forth in Section 5.2.

“Property” shall have the meaning set forth in Article 2.

“Property Data” shall have the meaning set forth in Section 5.1.

“Purchase Price” shall have the meaning set forth in Section 3.2.

“Real Estate” shall have the meaning set forth in Article 2.

“Release” means the intentional or unintentional spilling, leaking, dumping, pouring, pumping, emptying, seeping, disposing, discharging, emitting, depositing, injecting, leaching, escaping, or any release or threatened release, however defined, of any Hazardous Substance.

“Seller” shall mean Internal Revenue Service-Criminal Investigation, an instrumentality of the United States of America.

“Seller-Related Parties” means individually and collectively, Seller, its contractors and subcontractors, and its and their respective officers, directors, employees and representatives.

“Substantial Casualty Notice” shall have the meaning set forth in Section 11.2(c).

“Substantial Condemnation Notice” shall have the meaning set forth in Section 11.1(c).

“Substantial Portion” shall have the meaning set forth in Section 11.3.

“Survey” means the survey(s) of the Property or any portion thereof made by Buyer prior to closing.

“Tax Documents” shall have the meaning set forth in Section 10.3.

“Terms Of Sale” means the Terms and Conditions of Sale for the Property previously received by Buyer.

“Thrift and Bank Fraud Act” shall have the meaning set forth in Section 8.1(i).

“Title Company” means Title Company of the Rockies, Inc., 0326 Highway 133, Suite 120, Carbondale, Colorado 81623, as agent for Chicago Title Insurance Company.

“Title Policy” shall have the meaning set forth in Section 10.2.

“Wire Instructions” means Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois 60675, Routing Number (ABA) 071-000-152; Final Credit to EG&G Technical Services, Account Number 24171, Ref: Property Address.

ARTICLE 2.

PURCHASE AND SALE

Subject to the terms and conditions set forth in this Agreement and the rights of the High Bidder, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title and interest in and to the following:

- a. the real estate described on Exhibit A, together with all improvements located thereon, leases thereof, and all easements and other rights and privileges pertaining or appurtenant thereto, including, without limitation, any water rights or shares appurtenant thereto (such real estate, improvements, easements, rights and privileges being referred to herein collectively as the “Real Estate”);

b. all of the furniture, furnishings, fixtures, equipment, machinery and other items of non-cash and non-cash equivalent personal property and inventory located in or upon, and used exclusively in connection with the operation or maintenance of, the Real Estate (excluding any and all property owned by tenants thereon), but subject to changes between the Effective Date and the Closing Date as provided in Article 7 (all such personal property and fixtures used in connection with the operation or maintenance of the Real Estate being referred to herein collectively as the "Personal Property"); and

c. all of the intangible property used exclusively in connection with the operation or maintenance of the Real Estate and the Personal Property, excluding any operating accounts, but, including, without limitation, all entitlements, licenses, trademarks, trade names, franchises, the contracts set forth on Exhibit B (the "Executory Contracts"), and all other contract rights, guarantees and warranties relating to the Real Estate and the Personal Property (all such intangible property used in connection with the operation or maintenance of the Real Estate and the Personal Property being referred to as the "Intangibles") (the Real Estate and all Personal Property and Intangibles related thereto being referred to herein collectively as the "Property").

ARTICLE 3.

EARNEST MONEY; PURCHASE PRICE

Section 3.1. Earnest Money. Concurrently with Buyer's execution of this Agreement, Buyer shall deliver to EG&G Technical Services, Inc. ("EG&G"), as agent for Seller, a cashier's check payable to EG&G Technical Services Inc./USCS, in the amount set forth in the signature page hereof (the "Good Faith Deposit"). In the event the Earnest Money is not received from the High Bidder within the time specified, the Back-Up Bidder will become the "Buyer" at the Purchase Price stated herein. Within five (5) days after receipt of notice from Seller of the High Bidder's failure to deliver the Earnest Money, Buyer shall transmit by wire transfer to Seller an amount equal to Ten Percent (10%) of the Purchase Price (prior to any adjustment thereto) (such amount being referred to herein as the "Earnest Money"), less the Good Faith Deposit as of the date of Buyer's execution hereof (the amount so delivered being referred to herein as the "Earnest Money Balance"). From and after the date of Buyer's execution hereof, the Good Faith Deposit shall be deemed as part of the Earnest Money and shall be subject to the terms and conditions hereof applicable to the Earnest Money. Prior to Seller's receipt of the Earnest Money Balance, the Earnest Money shall be the Good Faith Deposit as of the date of Buyer's execution hereof. The Earnest Money shall be held by the Seller, subject to the terms of this Agreement. The Back-Up Bidder's Good Faith Deposit will be returned to the Back-Up Bidder by overnight delivery service within five (5) business days after receiving the total Earnest Money from the High Bidder and the Rights of Buyer hereunder with respect to the Property shall terminate.

Section 3.2. Purchase Price. The Purchase Price for the Property (the "Purchase Price") is in the amount set forth on the signature pages hereof as increased or decreased by any adjustments thereto provided for herein.

Section 3.3. Manner of Payment. The Earnest Money shall be applied against the Purchase Price at Closing. The balance due on the Purchase Price shall be paid by Buyer to

Seller at the Closing by wire transfer or cashier's check to the Title Company in immediately available US funds.

ARTICLE 4. **CLOSING**

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Title Company, Carbondale, Colorado, or such other location as Seller shall determine, on or before the forty-fifth (45th) day following the Effective Date, unless extended in accordance with the Terms Of Sale. Seller, at its option, may extend the time of the Closing in order to convey title to the Property in such state as is required under this Agreement. The date of the Closing is referred to herein as the "Closing Date."

ARTICLE 5. **PROPERTY DATA; DUE DILIGENCE**

Section 5.1. Property Data. Buyer acknowledges that before the execution of this Agreement, Seller has made available to Buyer, and Buyer has had the opportunity to review the Due Diligence Materials (the "Property Data"). Buyer acknowledges and understands that the Property Data and the Documents may have been prepared by parties other than Seller and that no Seller-Related Party has made any independent investigation or verification of the Property Data or the Documents or makes any representation or warranty whatsoever, express or implied, as to the content, accuracy or completeness of the Property Data or the Documents.

An item of information shall be deemed to be available to and disclosed to Buyer in writing if such information was at any time on or before the Auction Date or otherwise included in the Property Data transmitted to Buyer in writing on or before the Auction Date.

Section 5.2. Title Evidence. Seller has made available to Buyer a pro-forma owner's policy of title insurance for the Property (the "Pro-Forma Title Policy"). Buyer acknowledges that its agreement to purchase the Property is subject to the matters set-forth in the Pro-Forma Title Policy.

Section 5.3. Permitted Exceptions; Non-Permitted Exceptions.

a. On or before the expiration of the Closing Date, Buyer shall give Seller written notice of any encumbrance, defect, state of facts, or exception not set forth in the Pro-Forma Title Policy or appearing in any of the Survey prepared for Buyer which Buyer in good faith believes affects marketability of title to the Property or any portion thereof or which prohibits the use, occupancy or operation of the Property or any portion thereof for its current purpose (any such encumbrance, defect, state of facts, or exception being referred to herein as a "Non-Permitted Exception"). Any encumbrance, defect, state of facts or exception set forth in the Pro-Forma Title Policy or appearing in a Survey to which no objection is timely made in accordance with the terms of this Agreement shall thereafter be a "Permitted Exception." Buyer acknowledges and agrees that each of the following shall be deemed a Permitted Exception and that in no event and at no time shall Buyer be entitled to declare any of the same a Non-Permitted Exception.

i. all (A) standard preprinted (general) exceptions set forth in the Pro-Forma Title Policy; and (B) such other title exceptions and defects, whether or not of record, affecting the Property which have arisen out of, or by reason of, any acts of Buyer-Related Parties or its or their agents, representatives or contractors;

ii. zoning, subdivision, environmental, municipal building and all other Laws applicable to the ownership, use or development of, or the right to maintain or operate the Property, provided that none of such Laws are violated by the current use, occupancy or operation of the Property;

iii. such additional state of facts that a physical inspection of the Property would show, provided that the same does not render title to any material portion of the Property unmarketable or prohibit the use, occupancy or operation of any material portion of the Property for its current purpose;

iv. the state of facts that an accurate, current survey of the Property would show, provided the same does not render title to any material portion of the Property unmarketable or prohibit the use, occupancy or operation of any material portion of the Property for its current purposes;

v. liens for unpaid taxes, assessments, charges, rents and any other governmental charges (i) which are not yet due and payable; or (ii) for which Buyer has received or will receive credit against the Purchase Price in accordance with the provisions of Article 6; and

vi. possible lack or revocability of the right, if any, to maintain or use or receive value for any space, facilities, improvements, infrastructure, roads or appurtenances outside the boundaries of the Property, whether on, over or under the grounds, including, without limitation, all vaults, marquees, stoops, awnings, signs and sidewalk openings.

vii. All exceptions set forth in the Pro-Forma Title Policy.

b. If, prior to the Closing Date, any Non-Permitted Exception shall first appear in any updated Pro-Forma Title Policy, and in the event such Non-Permitted Exception is not cured by Seller as provided in Section 5.3(c) hereof, this Agreement shall terminate and the Earnest money shall be returned to Buyer.

c. If, Seller elects to cure a Non-Permitted Exception, it shall be deemed to have been cured by Seller upon the issuance of the Title Policy free of such Non-Permitted Exception or upon the issuance of the Title Policy with the agreement of the Title Company to insure Buyer against loss or damage that may be occasioned by such Non-Permitted Exception.

Section 5.4. Title Matters.

a. Seller does not agree to undertake, and nothing contained herein shall be construed to require Seller to undertake, any action or proceeding or otherwise to incur any expense whatsoever either to remove any exception or objection to title or to render title to the Property either acceptable to Buyer or marketable or insurable. Seller shall not be obligated to take any action, execute any document, or incur any liability (contingent or otherwise) to obtain any endorsement to the Pro-Forma Title Policy or the Title Policy, or to provide for affirmative insurance to be issued pursuant to the Pro-Forma Title Policy or the Title Policy, and the failure of the Title Company or any other title company issuing a loan policy of title insurance or an owners policy of title insurance, if applicable, to issue any endorsement or to provide for any affirmative insurance shall not relieve Buyer of any of its obligations under this Agreement, and Buyer shall nevertheless continue to be obligated to purchase the Property without any abatement, offset, credit or adjustment of the Purchase Price by reason thereof.

b. Buyer shall not have the right to reject title to the Property or any part thereof by reason of the existence of any condition subject to which Buyer has agreed to take title under this Agreement, and the Purchase Price shall not, in any respect, be reduced or abated, nor shall Buyer be entitled to damages, by reason thereof.

c. Upon the filing of all lien releases, the Seller will convey title to the Real Estate to the Buyer at closing by government deed, free and clear of all encumbrances or liens except restrictions of record reflected in the Pro-Forma Title Policy.

Section 5.5. Disclaimers; As Is.

a. Buyer acknowledges that it is a sophisticated buyer, with experience in owning and operating real property in the nature of the Property. Buyer realizes the special nature of this transaction, understands and is freely taking all risks involved in connection with this transaction and acknowledges that the risks are reflected in the Purchase Price and the terms upon which Buyer is willing to purchase and Seller is willing to sell the Property.

b. Buyer acknowledges and agrees that Seller has little, if any, knowledge of the Property.

c. Except as otherwise expressly set forth in this Agreement, the Property is being sold by Seller, and Buyer agrees to accept the Property, "as is" and "where-is," in its condition on the Closing Date. Buyer acknowledges, represents and warrants that (i) Buyer has had an opportunity to make an independent investigation and examination of the Property (and all matters related thereto), and to become fully familiar with the physical condition and contents of the Property and has not relied on any information or materials delivered or caused to be delivered by Seller-Related Parties in connection therewith, including, without limitation, the Property Data and Documents; and (ii)

Seller-Related Parties have not made, and Buyer shall not be entitled to rely on, any oral or written representations, warranties or statements of any nature or kind whatsoever to Buyer, whether express or implied, with respect to the above, and, in particular, no representations or warranties have been made with respect to (A) the physical condition or operation of the Property, including, without limitation, the existence of any Environmental Hazards or conditions thereon (including, but not limited to, the presence of asbestos or asbestos containing materials or the Release or threatened Release of Hazardous Substances), the availability of water or the adequacy of water supplied; (B) the revenues from or expenses of the Property; (C) the zoning and other legal requirements applicable to the Property or the compliance of the Property therewith; (D) the nature and extent of any matter affecting title to the Property or to any Personal Property, except for the warranties, if any, contained in the Deed to be delivered by Seller at the Closing; (E) the quantity, quality, or condition of the Personal Property; or (F) any other matter or thing affecting or relating to the Property, or any portion thereof, the interests therein to be conveyed to Buyer pursuant to the terms or the transactions contemplated hereby.

d. Seller hereby specifically disclaims any warranty, guaranty, oral or written, express or implied or arising by operation of law or otherwise, with respect to the Property, the Property Data and the Documents and any warranty of condition, habitability, merchantability or fitness for a particular purpose in respect of the Property. Buyer declares and acknowledges that this express disclaimer shall be considered a material and integral part of the sale contemplated thereby and is reflected in the consideration payable by Buyer hereunder as an inducement for Seller to proceed with the transaction contemplated hereby. Buyer further declares and acknowledges that this disclaimer has been brought to the attention of Buyer and explained in detail and that Buyer has voluntarily and knowingly consented thereto.

ARTICLE 6.

CLOSING ADJUSTMENTS, APPORTIONMENTS AND PAYMENTS

Section 6.1. Closing Apportionments and Adjustments. For the purpose of calculating all apportionments and adjustments hereunder relating to the Property, unless otherwise provided for in this Agreement, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, as of 12:01 a.m. PDST. on the Closing Date. At the Closing, Seller and Buyer shall pro-rate the following on the basis of the exact number of days each will own the Property during the year of the Closing, assuming a three hundred sixty five (365) day year:

a. All assessments and real property and personal property taxes assessed against the Property for the year of the Closing. If the amount of such real property and personal property taxes is not known at the Closing, closing adjustments will be finally made on the basis of the most recent tax rate and assessed valuation for the Property (or the applicable part thereof), and, if the Real Estate has been taxed as part of a tax parcel including other real estate, a reasonable estimate as to the allocation of taxes between the Real Estate and such other real estate. Buyer shall have the right, in the name of Seller or Buyer, to contest or appeal any such tax or assessment. All assessments and real property

and personal property taxes assessed against the Property for years prior to the year of the Closing and all penalties and interest thereon shall be paid by Seller. Any assessments or taxes which are assessed against the Property for the year of Closing, but which are not due and payable at or prior to the Closing, shall be allowed to Buyer as a credit against the Purchase Price, and Seller shall have no further liability for such assessments or taxes. Buyer shall be responsible for all roll-back taxes and assessments for water, sewer or otherwise, which are due and payable upon the development of the Property;

b. All rents and other income from the Project shall be prorated as of the Closing Date, except that no proration shall be made for rents delinquent as of the Closing Date (hereinafter called the "Delinquent Rents"). After the Closing, Seller shall have no right to bring suit against tenants to collect Delinquent Rents. Amounts collected by Buyer from tenants owing Delinquent Rents shall be applied first to current rents owed by such tenant, then to rents which became delinquent after the Closing Date and then to Delinquent Rents. Any such amounts applicable to Delinquent Rents received by Buyer shall be promptly forwarded to Seller.

c. All expenses of the Property (including costs of utilities and all charges payable under Executory Contracts shall be prorated as of the Closing Date based, to the extent available, on final meter readings and final invoices, and based on the actual number of days of the month of Closing which shall have elapsed as of the Closing Date. If the amount of any such charges for the month of the Closing is not known at the Closing, closing adjustments will be made on the basis of the most recent monthly charge as set forth in the most recent invoice from the applicable provider. When the actual amount of a charge for the month of the Closing is known, Buyer and Seller, promptly upon the receipt by either of them of an invoice will make the proper adjustment so that the pro-ration of such charge will be accurate, and payment will promptly be made to Seller or Buyer, whichever shall be entitled to such payment, by the other party, for the purpose of making such adjustment.

d. annual permit, license and inspection fees, if any, on the basis of the fiscal year for which levied, if the rights with respect thereto are transferred to Buyer;

e. amounts payable by Seller to merchant's and other associations, promotional funds and other similar contributions or payments;

f. income and expenses from any management or similar agreements in respect of the Property being assumed by Buyer;

g. deposits made by Seller with any contracting party which relate to the Property or any assumed liability, including but not limited to all utility deposits, to the extent assignable, shall be assigned to Buyer and credited to Seller at the Closing Date;

h. all other items customarily apportioned in connection with the sale of similar properties similarly located, including, without limitation, expenses normal to the operation and maintenance of the Property; and

i. all other amounts payable after the Closing Date that are assumed by Buyer, including, without limitation, trade account payables assumed by Buyer by virtue of Buyer's assumption of any Executory Contracts, shall be paid by Buyer and no adjustment shall be made to the Purchase Price.

j. Buyer shall not receive any credit for security deposits, if any, of tenants of the Property.

All credits to Buyer from the closing adjustments and pro-rations described above shall reduce the Purchase Price payable at the Closing, and all credits to Seller from the closing adjustments and pro-rations described above shall increase the Purchase Price payable at the Closing.

Section 6.2. Estimation of Prorations; Errors.

If sufficient information is not available at the Closing to make an accurate proration, Seller and Buyer shall estimate the proration at the Closing and shall make a recalculation of the apportionment of the proration as soon as the necessary information becomes available, at which time Seller or Buyer, as the case may be, promptly shall make an appropriate payment to the other based upon such recalculation; provided, however, that the foregoing shall not relieve Buyer from any obligation Buyer has assumed pursuant to this Agreement. The parties shall correct any errors or omissions in computing apportionments promptly after discovery. Each party waives any apportionments not brought to the attention of the other within one (1) year following the Closing Date.

Section 6.3. Transfer of Utilities. Buyer shall transfer all utility services for the Property to Buyer's name as of the Closing Date. Seller shall cooperate with Buyer to effect the transfers. If such utility services are not transferred to Buyer's name effective as of the Closing Date, then, at the Closing, the parties will pro-rate any such charges (including water rates and charges, sewer taxes and rents and electricity, gas and cable television charges) based upon the daily charges for the most recent period for which readings of such utility services are then available. Buyer promptly thereafter shall transfer such utility services to Buyer's name. Promptly after Buyer receives a statement of such charges for the period during which the Closing occurs, Buyer and Seller shall adjust the apportionment made pursuant to this Section 6.3 to the extent necessary for Seller to pay such charges for the period ending on the day immediately preceding the Closing Date, and Buyer to pay such charges for the period from and after the Closing Date.

Section 6.4. Insurance. All insurance maintained by Seller in respect of the Property, if any, shall be cancelled as of the Closing.

Section 6.5. Transfer and Recording Taxes. All closing costs (except title insurance premiums), including transfer taxes (documentation and surtax), escrow fees, and recording fees shall be paid by Buyer and Seller in accordance with the customs of the county in which the property is located. Seller shall be responsible, either by payment or exemption, for any real property transfer taxes, documentary stamps, documentary recording charges and other taxes, fees or charges imposed on Seller by any governmental entity having jurisdiction over the

Property, in connection with the sale, assignment, transfer and conveyance of the Property. At the Closing, Buyer shall pay all mortgage recording taxes and charges and other taxes imposed by any governmental entity having jurisdiction over the Property resulting from any acquisition financing used by Buyer to purchase the Property, and shall pay all other real property transfer taxes, documentary stamps and other taxes, fees or charges for which Seller is not responsible pursuant to the provisions hereof, in connection with the sale, assignment, transfer and conveyance of the Property. Buyer will pay all sales and use taxes (both real estate sales and personal property tax) payable with respect to sale of such portion of the Personal Property as is subject to sales and use tax.

Section 6.6. Title Charges. Seller shall pay all charges in connection with the preparation of the Pro-Forma Title Policy. Buyer shall pay the cost of all title insurance premiums for any owner or loan policy of title insurance required by Buyer or any lender of Buyer, the cost of any endorsements to the Title Policy or such loan policy of title insurance requested or required by Buyer or such lender, the cost of any extended coverage for the Title Policy (i.e., the deletion of standard or preprinted exceptions), any fee charged by the Title Company to issue the Title Policy with an effective date as of the Closing Date, costs incurred in connection with any updated (or new) surveys not provided in the Property Data and the cost of recording or filing the Deed and any other assignments provided for herein.

Section 6.7. Risk of Loss. Until the purchase and sale of the Property is consummated at the Closing, the risks of ownership and loss of the Property shall be borne by Seller.

Section 6.8. Surface Water Charges. At closing, Buyer shall pay all Surface Water Charges associated with the Property.

Section 6.9. Survival. The provisions of this Article 6 shall survive the Closing.

ARTICLE 7.

OPERATION OF THE PROPERTY

Between the Auction Date and the Closing, Seller shall: (a) maintain the Property, all in generally the same manner as Seller currently is maintaining (reasonable wear and tear excepted) the Property and otherwise conducting such affairs; (b) not sell or otherwise dispose of any significant items of Personal Property (other than supplies or materials used in connection with the operation or maintenance of the Property) unless replaced with an item of like value, quality and utility; and (c) not enter into any service, maintenance, landscaping, repair, or other similar contract or agreement relating to the maintenance of the Property, except for those entered into in the ordinary course of business and which can be cancelled upon not more than sixty (60) days' prior notice or in the event of a sale of the Property, without the prior consent of Buyer, which consent may be withheld by Buyer only on the grounds of material adverse effect on the economics or the quality of the operation of the Property. In the event Seller desires to enter into any such contract which requires the consent of Buyer, Seller shall give Buyer written notice of Seller's intent to enter into such contract, which notice shall include a copy of such contract. Within five (5) days following Buyer's receipt of such notice, Buyer shall give Seller written notice of any objection to such contract. If Buyer fails to notify Seller within such five (5) day period of any such objection, Buyer shall be deemed to have consented to such contract, and

Seller may immediately execute such contract. If Buyer objects to such contract in compliance with the terms hereof, Seller shall not enter into such contract, unless Seller deems the contract necessary for the proper operation of the Property consistent with Seller's past and current operation of the Property. Regardless of the limits set forth in items (a) through (c) in this Article 7, however, Seller may enter into any contracts with respect to the Property to the extent that Seller determines that such contracts are necessary or appropriate for the proper operation or maintenance of the Property consistent with Seller's past and current operation and maintenance of the Property.

ARTICLE 8.

REPRESENTATIONS AND WARRANTIES

Section 8.1. Representations and Warranties of Buyer. Buyer represents and warrants as follows:

a. If Buyer is not an individual: (i) Buyer is duly formed and validly existing under the Law of the state or commonwealth of its organization and, if required by applicable law, is in good standing under the Laws of the State of Colorado; (ii) Buyer has full right, authority and power to enter into this Agreement, to consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents to which it is a party; (iii) each of the persons executing this Agreement on behalf of Buyer is authorized to do so; and (iv) this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms;

b. If Buyer is an individual: (i) Buyer has full right, authority and power to enter into this Agreement, to consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents to which it is a party; and (ii) this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms;

c. No legal or administrative proceedings are pending or, to the best of Buyer's knowledge, threatened against or affecting any Buyer-Related Party, that may affect Buyer's legal authority or financial ability to perform its obligations hereunder or the Closing Documents to which it is a party;

d. The information set forth in the bid registrations, application, certificates, affidavits and forms submitted to Seller in connection with this Agreement and the transactions contemplated hereby (collectively, the "Application") is true and correct in all material respects, does not omit to state a fact necessary to make the statements contained therein not misleading;

e. There are no agreements, written or oral, express or implied, between any Buyer-Related Parties and any Former Owner for the payment of any additional amounts to any Former Owner or any Affiliate of any Former Owner in connection with or which contemplate the retention by or conveyance to any Former Owner or any Affiliate of any Former Owner, of any interest in any of the Property, or any interest in any entity which

may own or hold title to any of the Property; Buyer is not aware of any such agreements between any Former Owner or any Affiliate of any Former Owner and any third party;

f. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of Buyer's obligations under the Closing Documents to which it is a party, do not and will not (i) violate or conflict with any organizational document of Buyer or any judgment, decree or order of any court or any Law or permit applicable to or affecting any Buyer-Related Party; or (ii) breach any provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which any Buyer-Related Party is a party or by which any such Buyer-Related Party is bound;

g. The execution and delivery of this Agreement by Buyer does not, and the performance of Buyer's obligations hereunder and under the Closing Documents to which it is a party will not, require the consent or approval of any governmental or public authority or any other Person;

h. The Buyer warrants that he/she is not: (a) under 18 years of age; (b) an employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above; (d) the contractor, subcontractor or vendor, or their agent who has access to information concerning the property to be sold at U.S. Department of the Treasury/U.S. Customs Service auctions that is not generally available to the public; (e) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or (f) the party, or agent of the party(s), from whom the property was seized.;

i. Buyer's purchase of the Property will not violate the prohibited transaction provisions of the Comprehensive Crime Control Act of 1984 or policies related thereto by the U.S. Department of Treasury or the U.S. Patriot Act of 2001.

Each representation and warranty of Buyer set forth in this Agreement shall be deemed to have been repeated by Buyer, at and as of the Closing Date with the same force and effect as if first made on and as of such date, and shall survive the Closing.

Section 8.2. Representations and Warranties of Seller. Seller represents and warrants that:

a. It has full right and authority to enter into this Agreement and to consummate the transactions contemplated herein;

b. The person executing this Agreement on behalf of Seller has been duly authorized to do so; and

c. This Agreement, upon Seller's execution hereof, will constitute a valid and legally binding obligation of Seller.

Each of the representations and warranties in this Section 8.2 shall terminate on the Closing Date.

ARTICLE 9.

CONDITIONS TO CLOSING

Section 9.1. Conditions to Buyer's Obligations. The obligation of Buyer to purchase the Property pursuant to this Agreement is subject to the fulfillment on or before the Closing Date of each of the following additional conditions, except to the extent waived in writing by the benefited party:

- a. Seller shall have delivered all Closing Documents required to be provided by Buyer under this Agreement; and
- b. All representations and warranties of Seller set forth in Section 8.2 shall be true in all material respects at and as if made on the Closing Date.
- c. Buyer shall have received an ALTA survey of the Property which does not contain any material encroachments.

Section 9.2. Conditions to Seller's Obligations. The obligation of Seller to sell the Property pursuant to this Agreement is subject to the fulfillment on or before the Closing Date of each of the following additional conditions, except to the extent waived in writing by the benefited party:

- a. Buyer shall have delivered all Closing Documents required to be provided by Buyer under this Agreement;
- b. All representations and warranties of Buyer set forth in Section 8.1 hereof shall be true in all material respects at and as if made on the Closing Date;
- c. The parties shall have obtained all requisite governmental approvals relating to the transactions contemplated by this Agreement; and
- d. Buyer shall have provided Seller with satisfactory assurance that Buyer will be able to perform all obligations of Buyer undertaken pursuant to this Agreement, including future performance of any Executory Contracts.

ARTICLE 10.

CLOSING DOCUMENTS

Section 10.1. Closing Documents.

- a. At the Closing, contemporaneously with the payment by Buyer of the Purchase Price, Seller shall deliver the following documents to Buyer, duly executed by Seller in recordable form, as applicable (the documents described in this Section 10.1(a) and in Section 10.1(b) and all other documents required to be delivered hereunder are referred to collectively as the "Closing Documents"):

- i. all Property Data relating to the Property;
- ii. a deed in the form attached as Exhibit C;
- iii. An assignment of Seller's interest in all leases of the Property;
- iv. a bill of sale in the form attached as Exhibit D, without warranty or recourse, for the Personal Property;
- v. an assignment in the form attached as Exhibit E, without warranty or recourse, of all transferable licenses and permits pertaining to, or issued in connection with the Property, together with the originals of any such licenses and permits, if available, or copies thereof to the extent in Seller's possession;
- vi. an assignment in the form attached as Exhibit E, without warranty or recourse, of all guaranties and warranties which Seller shall have received in connection with work or services performed with respect to the Property (to the extent warranties or guaranties are assignable);
- vii. an assignment in the form attached as Exhibit E, without warranty or recourse, of Seller's interest in trade names and general intangibles, if any, owned and used by Seller in connection with the operation of the Property; and
- viii. assignments, without warranty or recourse, in the form attached as Exhibit E of Seller's interest in all Executory Contracts, including management agreements and franchise agreements, affecting the Property.

b. At the Closing, contemporaneously with Seller's delivery to Buyer of all of the Closing Documents required to be delivered by Seller hereunder, Buyer shall deliver to Seller the following Closing Documents duly executed by Buyer in recordable form, as applicable:

- i. agreements pursuant to which Buyer assumes all of Seller's obligations arising with respect to the period from and after the Closing Date under any and all leases of the Property and any Executory Contracts, and indemnifies Seller-Related Parties for and holds Seller-Related Parties harmless from and against all Claims asserted against or imposed upon or incurred by Seller-Related Parties (A) by reason of claims made by parties under any Executory Contracts with respect to the period from and after the Closing Date; or (B) in connection with the Property with respect to the period from and after the Closing Date;
- ii. a receipt for all escrows, reserves and funds paid over or credited to it, or for which Buyer shall receive an assignment, as provided in Article 6 and an agreement pursuant to which Buyer indemnifies Seller for, and holds Seller harmless from and against, any and all Claims arising with respect to such escrows, reserves and funds subsequent to the Closing Date;

iii. the organizational documents and instruments and certificates supporting the representations made by Buyer in Section 8.1, together with such other items which the Title Company may require in connection therewith; and

iv. a certificate confirming Buyer's representations and warranties in Section 8.1.

Section 10.2. Title Policy. At the Closing, Buyer may elect the Title Company to issue, at Buyer's expense, an owner's policy of title insurance in the form of the Pro-Forma Title Policy in the amount of the Purchase Price, which shall insure fee simple title in the Property in the name of Buyer, as legal owner, subject to the Permitted Exceptions (the "Title Policy"). The Title Policy shall be an American Land Title Association Owners Policy of Title Insurance (10-7-1992 Form B) and shall have an effective date as of the Closing Date.

Section 10.3. Tax Documents. At the Closing, Buyer and Seller shall deliver to the Title Company all documents required in connection with the payment of any real property transfer taxes, documentary stamps, and other transfer taxes, fees or charges imposed by any governmental entity having jurisdiction over the Property in connection with the transactions contemplated hereby (collectively, the "Tax Documents"). If the procedures required by any such governmental entity require the filing, review or approval of any Tax Documents before the Closing Date, Buyer and Seller shall deliver completed Tax Documents to the Title Company for delivery to the appropriate authority sufficiently before the Closing Date so as to permit the parties to complete by the Closing Date the transactions contemplated hereby.

Section 10.4. Closing Documents; Waivers. Except for those matters expressly set forth in this Agreement to survive the Closing and except for the agreements of Seller and Buyer set forth in the Closing Documents or otherwise entered into at the Closing, Buyer's acceptance of the Deed and the other Closing Documents shall be and be deemed to be an acknowledgement by Buyer that Seller has fully performed, discharged and complied with all of Seller's obligations, covenants and agreements hereunder and that Seller shall have no further liability with respect thereto.

Section 10.5. Further Assurances. Seller and Buyer each agree, at any time and from time to time at or after the Closing, to execute, acknowledge where appropriate, and deliver or cause to be executed, acknowledged, if appropriate, and delivered such further instruments and documents and to take such other action as the other of them or the Title Company may reasonably request to carry out the intents and purposes of this Agreement. The provisions of this Section 10.5 shall survive the Closing.

ARTICLE 11.

CONDEMNATION; CASUALTY

Section 11.1. Condemnation.

a. If before the Closing Date, all or any portion of the Property shall be condemned or taken by eminent domain or conveyed in lieu thereof or any proceedings with respect to the foregoing shall be commenced (of which Seller has actual knowledge)

(any of such events being a "Condemnation"), Seller shall give Buyer written notice of such event.

b. If a Condemnation results in the taking of less than a Substantial Portion of the Property, the rights and obligations hereunder of the parties shall not be modified, except that Seller shall deliver to Buyer at the Closing all proceeds actually received by Seller as a result of such Condemnation or, if Seller has not received any such proceeds by the Closing Date, Seller shall assign to Buyer at the Closing all of Seller's right, title and interest in and to any claim to such proceeds, and no reduction in the Purchase Price shall occur.

c. If a Condemnation results in the taking of a Substantial Portion of the Property, the notice required to be given by Seller under Section 11.1(a) shall specify the decrease in value of the Property, which determination shall be final and binding on Seller and Buyer (a "Substantial Condemnation Notice"). Buyer, by written notice to Seller within ten (10) days after its receipt of a Substantial Condemnation Notice, may elect as its sole right on account thereof, either (i) not to consummate the purchase of the Property, and, in such event, this Agreement will be terminated, or (ii) to acquire the Property, in which case, Seller shall deliver to Buyer at the Closing any Condemnation proceeds actually received by Seller, or if Seller has not received any such proceeds by the Closing Date, Seller shall assign to Buyer all of Seller's right, title and interest in and to any Condemnation proceeds, and there shall be no reduction in the Purchase Price. If Buyer fails timely to deliver the aforesaid notice, Buyer shall be deemed to have elected option (ii) of this Section 11.1(c). If this Agreement is terminated pursuant to option (i) of this Section 11.1(c), Seller shall return the Earnest Money to Buyer, and neither party shall have any further rights, remedies or liabilities with respect to this Agreement.

Section 11.2. Casualty.

a. If before the Closing Date, all or any portion of the Property shall be damaged or destroyed by fire or other casualty (a "Casualty"), Seller shall give Buyer written notice of such event.

b. If a Casualty results in the damage or destruction of less than a Substantial Portion of the Property, the rights and obligations of the parties shall not be affected, except that (i) if insurance is in effect with respect to the Casualty damage, Seller shall deliver to Buyer at the Closing all insurance proceeds actually received by Seller from such Casualty or, if Seller has not received any such proceeds by the Closing Date, Seller shall assign to Buyer at the Closing all of Seller's right, title and interest in any claim under any applicable insurance policies in respect of such Casualty, and no reduction in the Purchase Price shall occur, or (ii) if insurance shall not have been in effect with respect to the Casualty damage, Buyer shall be entitled to a credit against the Purchase Price in an amount equal to the cost of restoration (as determined in good faith by Seller in its sole reasonable discretion).

c. If a Casualty results in the damage or destruction of a Substantial Portion of the Property, the notice required to be given by Seller under Section 11.2(a) shall (i)

specify the cost of restoration and decrease in value as reasonably determined by Seller, which determination shall be final and binding on Seller and Buyer; (ii) state whether insurance is in effect with respect to the Casualty Damage; (iii) state, if insurance is not in effect with respect to the Casualty damage, whether Seller shall elect (such election to be made by Seller in its sole discretion) to credit the Purchase Price with the amount determined as aforesaid to be the cost of restoration, or the decrease in value; and (iv) specify the amount, if any, expended by Seller pursuant to the provisions of Section 11.4 or state whether Seller intends to expend any amount (and an estimate of such amount) pursuant to the provisions of Section 11.4 (a "Substantial Casualty Notice"). Buyer, by written notice to Seller within ten (10) days after Buyer's receipt of a Substantial Casualty Notice, may elect as its sole right on account thereof, either (i) not to consummate the purchase of the Property, and, in such event this Agreement will be terminated; or (ii) to acquire the Property, in which case: (A) if insurance shall be in effect in respect of such Casualty, Seller shall deliver to Buyer at the Closing all insurance proceeds actually received by Seller from such Casualty or, if Seller has not received any such proceeds by the Closing Date, Seller shall assign to Buyer all of Seller's right, title and interest in and to any claim under any applicable insurance policies in respect of such Casualty, and there shall be no reduction in the Purchase Price; or (B) if insurance is not in effect in respect of such Casualty, the following provisions shall be applicable; (1) if Seller shall have elected in the Substantial Casualty Notice to provide a credit against the Purchase Price, the Purchase Price shall be reduced by an amount equal to the amount of the credit set forth in the Substantial Casualty Notice; or (2) if Seller shall not have elected in the Substantial Casualty Notice to provide a credit against the Purchase Price, Buyer shall be obligated to purchase the Property without abatement or reduction of the Purchase Price. If Buyer fails to timely deliver the aforesaid notice, Buyer shall be deemed to have elected option (ii) of this Section 11.2(c).

Section 11.3. Substantial Portion. As used herein a "Substantial Portion" means: (a) in the case of a Casualty, the cost of restoration of the Property (as reasonably determined by Seller) exceeds Ten Percent (10%) of the Purchase Price; and (b) in the case of a Condemnation, a decrease in the value of the Property (as reasonably determined by Seller) by Ten Percent (10%) or more of the Purchase Price.

Section 11.4. Excess Proceeds. If the proceeds payable as a result of a Condemnation or Casualty exceed the cost of restoration or repair made necessary by reason of such Condemnation or Casualty as determined by Seller's contractor for such restoration or repair, Seller shall have the right to receive the excess. The provisions of this Section 11.4 shall survive the Closing.

Section 11.5. Immediate Repairs to the Property. If a Casualty or Condemnation with respect to the Property occurs before the Closing and such Casualty or Condemnation creates a condition requiring immediate repairs or restoration for the protection of the Property, or of persons or personal property there, or in order to comply with any Law (whether or not the damage involves a Substantial Portion), or if Seller otherwise elects following such Casualty or Condemnation, Seller may make such repairs and restoration as it determines to be reasonably necessary. In such event Seller shall make such repairs in a good and workmanlike manner by such contractors and in such manner as determined in good faith by Seller in its sole reasonable

discretion. Seller shall pay the cost of such repairs and restoration if the costs must be paid before proceeds with respect to such damage are available; however, the proceeds paid as a result of such Casualty or Condemnation shall be paid to Seller (if received by Buyer, Buyer shall pay such amount to Seller promptly after receipt thereof by Buyer) to reimburse Seller for such costs. Seller shall retain the right to such reimbursement notwithstanding any assignment of the proceeds to Buyer at the Closing. If insurance was not in effect with respect to the damage from such Casualty, the amount credited or made available as provided in Sections 11.2(b) and 11.2(c), shall be reduced by the amount expended by Seller for such repairs pursuant hereto. If any such restoration or repairs shall not be completed on the Closing Date, then, at the Closing, Seller shall assign to Buyer all of Seller's right, title and interest in and to, and Buyer shall accept and assume Seller's obligations under, all contracts for such repairs and restoration. The provisions of this Section 11.5 shall survive the Closing.

ARTICLE 12.

DEFAULTS; REMEDIES

Section 12.1. Buyer's Default. If Buyer shall (a) fail to timely deliver the Earnest Money Balance; or (b) fail or refuse to close as required by the terms of this Agreement; or (c) breach any warranty made herein or otherwise be in default hereunder, Seller's sole remedy shall be to retain the Earnest Money as and for liquidated damages, whereupon this Agreement shall terminate, and neither party to this Agreement shall have any further rights, remedies or obligations hereunder. Seller and Buyer agree that the damages that Seller would sustain as a result of such a failure, refusal, breach or default by Buyer would be substantial, but would be difficult or impossible to measure because of the uncertainties of the real estate market and fluctuations of property values and differences with respect thereto, and that the Earnest Money is a reasonable estimate of what those damages would be. Seller and Buyer agree that forfeiture of the Earnest Money shall be liquidated damages and not a penalty.

Section 12.2. Seller's Default. If Buyer shall have performed all of its obligations under this Agreement and shall be ready, willing and able to proceed with the Closing and tender payment in accordance with the provisions of this Agreement, and all conditions to Seller's obligation to proceed with the Closing shall have been satisfied, and if Seller shall fail to close as required by the terms of this Agreement, then Buyer, as its sole remedy, shall be entitled to cause Seller to refund to Buyer the Earnest Money. Buyer shall not have the right to seek or recover any additional sums or amounts including, but not limited to, fees, costs, expenses, interest or damages of any kind or nature whatsoever. Buyer hereby waives and relinquishes any right of specific performance or claim to damages as remedies for Seller's breach hereunder.

Section 12.3. No Fault. If Buyer shall have performed all of its obligations under this Agreement and shall be ready, willing and able to proceed with the Closing and tender payment in accordance with the provisions of this Agreement, but Seller is unable to close the transaction due to the failure of Seller, without fault on its part, to satisfy any condition to Closing to be fulfilled by Seller or as a result of Seller's inability to transfer good and marketable title to the Property to Buyer, then Buyer, as its sole remedy, shall be entitled to cause Seller to refund to Buyer the Earnest Money and whereupon this Agreement shall terminate, and neither party to this Agreement shall have any further rights, remedies or obligations hereunder.

ARTICLE 13

BROKER

Buyer represents and warrants to Seller that it has not dealt with any real estate broker or agent in connection with the transaction contemplated hereby. Buyer shall indemnify and hold Seller-Related Parties harmless from and against any and all claims for commission, fee or other compensation by any Person who shall claim to have dealt with any Buyer-Related Parties in connection with this transaction and for any and all costs incurred by Seller-Related Parties in connection with such claims, including, without limitation, attorneys' fees and disbursements. The provisions of this Article 13 shall survive the Closing.

ARTICLE 14

RELEASES

Section 14.1. Generally. Buyer releases Seller, Seller-Related Parties and their respective employees, officers, directors, representatives, contractors and agents from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and disbursements), whether suit is instituted or not (collectively, "Claims") which any Buyer-Related Party has or may have arising from or related to any matter or thing related to or in connection with the Property, including, without limitation, the Property Data, the Documents, any construction defects, errors or omissions in the design or construction of the Property and any environmental conditions affecting the Property. Buyer shall not look to any Seller-Related Parties in connection with the foregoing for any redress or relief. Buyer further acknowledges and agrees that such release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. Buyer acknowledges that some of Seller's predecessors in title to the Property may have filed petitions under the United States Bankruptcy Code (or any statute of similar nature or purpose) and Buyer may have no remedy against such predecessors.

Section 14.2. Survival. The provisions of this Article 14 shall survive the Closing.

ARTICLE 15

NOTICES

Any notice, demand or request required or permitted to be given under this Agreement (collectively, "Notices") must be in writing and given to the party to whom or which such notice is being sent, (a) by certified or registered mail, postage prepaid, return receipt requested, or (b) by nationally recognized overnight delivery service with receipt acknowledged in writing, in each case, addressed as follows:

If to Seller, to:

Internal Revenue Service
c/o CWS Marketing Group, Inc.
11091 Crooked Stick Lane
Carmel, Indiana 46032

EG&G Services
U.S. Customs Service Support
EG&G Technical Services
2629 Santa Cruz Way
Sacramento, California 95817
Attention: Anthony Pounders
(916) 455-6971

With copies to:

Barnes & Thornburg
11 South Meridian Street
Indianapolis, Indiana 46204
Attention: Richard L. Johnson
(317) 231-7787

EG&G TECHNICAL SERVICES, INC.
7723 Ashton Avenue
Manassas, Virginia 20109
Attention: Director, Risk Management
(703) 361-3671

If to Buyer to:

At the address set forth on its signature page.

In the event of mailing, notices shall be deemed effective three (3) Business Days after posting; in the event of overnight delivery, notices shall be deemed effective on the next Business Day following deposit with the delivery service. From time to time either party may designate another or additional addresses for all purposes of this Agreement by giving the other party no fewer than ten (10) days' prior notice of such change of address in accordance with the provisions. Any notice may be given by a party or such party's attorneys.

ARTICLE 16.

MISCELLANEOUS

Section 16.1. Terms and Conditions; Entire Agreement. The Terms and Conditions are hereby incorporated into this Agreement, as if more fully set forth herein. In the event of any irreconcilable inconsistency between this Agreement and the Terms and Conditions, this Agreement and the terms and provisions hereof shall govern and control. This Agreement and the Term and Conditions constitute the entire agreement between Seller and Buyer concerning the sale of the Property, and all other understandings and agreements heretofore had or made between the parties hereto are merged in this Agreement which, together with the Terms and Conditions, alone fully and completely express the agreement of the parties.

Section 16.2. Modification. This Agreement may not be changed, modified, supplemented or terminated, except by an instrument executed by the parties which are or will be affected by the terms of such change, modification, supplement or termination. Either party may

waive any of the terms and conditions of this Agreement made for its benefit, provided such waiver is in writing and signed by the party waiving such term or condition.

Section 16.3. Binding Agreement. The terms, covenants, agreements, conditions, representations and warranties contained in this Agreement shall inure to the benefit of the permitted successors and assigns of the respective parties hereto and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

Section 16.4. Assignment. Buyer may not assign this Agreement without the prior written consent of Seller (including, without limitation, any assignment by operation of law), which consent will not be unreasonably withheld. Upon any assignment by Buyer of this Agreement, Buyer shall remain personally liable (to the extent herein provided) for all obligations and indemnities to be performed or provided hereunder by the buyer of the Property. Any assignment without any such prior written consent shall be deemed null and void. If Buyer is a partnership, the admission of a new general partner, the withdrawal, retirement or bankruptcy of any general partner of Buyer and the reallocation of partnership interests among the general partners of Buyer or between any general partner and any limited partner of Buyer shall constitute an assignment of this Agreement and shall be subject to all the provisions of this Section 17.4. A transfer (including the issuance of treasury stock or the creation and issuance of new stock or a new class of stock) of Fifty Percent (50%) or more of the outstanding voting stock of Buyer (if Buyer is a corporation), or a transfer of the majority equity and control interest (if Buyer is a limited liability company), at any one time or over a period of time before the Closing Date through a series of transfers, or a transfer of the power to direct or cause the direction of the management and policy of such corporation or such limited liability company, whether through the ownership of voting securities, by statute, according to the provisions of a contract or otherwise (whether such ownership or power be direct or indirect through control of another corporation or entity), shall be deemed an assignment of this Agreement and shall be subject to all the provisions of this Section 16.4.

Section 16.5. Illegality. If any term or provision of this Agreement or the application thereof to any Person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by Law.

Section 16.6. Choice of Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Colorado, except to the extent that such laws are superseded by federal law.

Section 16.7. Construction. The headings of the various Articles and Sections of this Agreement are inserted solely for purposes of convenience and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. Unless stated to the contrary, all references to Articles, Sections, paragraphs or clauses herein shall be to the specified Article, Section, paragraph or clause of this Agreement, and all references to Exhibits and Schedules shall be to the specified Exhibits and Schedules attached hereto. All Exhibits and Schedules attached hereto are made a part hereof. All terms defined herein shall

have the same meaning in the Exhibits and Schedules, except as otherwise provided therein. All references in this Agreement to "this Agreement" shall be deemed to include the Exhibits and Schedules and any Rider(s) attached hereto. The terms "hereby," "hereof," "hereto," "hereunder" and any similar terms as used in this Agreement, refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. Whenever in this Agreement provision is made for the payment of attorneys' fees, such provision shall be deemed to mean reasonable attorneys' fees and the fees of paralegals. Whenever the masculine gender is used in this Agreement it shall include the feminine and neuter genders, and vice versa in each case, as the context shall require.

Section 16.8. Ambiguities. Each party acknowledges that it and its counsel have reviewed this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved or construed against the drafting party shall not be employed in the interpretation of this Agreement.

Section 16.9. Recording. Neither this Agreement nor any memorandum hereof shall be recorded. Buyer agrees (a) not to file any notice of pendency or lis pendens or other instrument against the Property or any portion thereof in connection herewith; and (b) to indemnify Seller-Related Parties and hold them harmless from and against all Claims incurred by Seller-Related Parties by reason of the filing by Buyer of such notice of pendency, lis pendens or other instrument. The provisions of this Section 16.9 shall survive the Closing.

Section 16.10. Expenses. Each party shall be liable for its own legal expenses, costs and fees in connection with any claim, suit, action, cause of action or proceeding brought in connection with this Agreement, and in no event shall the non-prevailing party therein be required to pay the prevailing party's expenses, costs or fees.

Section 16.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

Section 16.12. Waiver of Trial by Jury. Seller and Buyer shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

Section 16.13. No Third Party Beneficiaries. No Person other than Buyer and Seller shall have any rights or claims under this Agreement.

Section 16.14. Confidentiality. The Property Data and other documents and materials which Seller may provide to Buyer in accordance with this Agreement or the Terms and Conditions are proprietary and confidential in nature.

Section 16.15. Inspection by Seller. After the transfer of documents or files to Buyer pursuant to the terms of this Agreement, Seller, at Seller's expense, shall have the continuing right to use, inspect and make extracts from or copies of any documents or records upon Seller's reasonable notice to Buyer. Buyer will allow Seller, at Seller's expense, the temporary

possession, custody and use of original documents for any lawful purpose and upon reasonable terms and conditions and upon reasonable notice to Buyer. Before destruction or disposition of any documents or files transferred hereunder, Buyer shall attempt to give reasonable notice to Seller and to allow Seller, at its own expense, to recover such documents from Buyer.

Section 16.16. Rider(s). This Agreement is supplemented by any Rider(s) attached hereto and executed by Seller and Buyer. The terms, covenants, conditions, and agreement set forth in any such Rider(s) shall constitute a part of this Agreement as if more fully set forth herein. In the event of any irreconcilable inconsistencies between the terms of this Agreement and any such Rider(s), the terms of such Rider(s) shall be deemed to govern.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SIGNATURE PAGE OF BUYER TO
PURCHASE AND SALE AGREEMENT

a(n) _____

By: _____

Printed: _____

Good Faith Deposit: \$ _____

Purchase Price \$ _____

Date: _____

Title: _____

Federal Tax I.D. Number: _____

Telephone Number: _____

Telecopier Number: _____

Address: _____

ACCEPTANCE PAGE OF SELLER TO
PURCHASE AND SALE AGREEMENT

The attached Purchase and Sale Agreement is accepted as of the _____ day of _____, 2005, and receipt of the Good Faith Deposit is hereby acknowledged.

INTERNAL REVENUE SERVICE,
an instrumentality of the United States

Purchase Price \$ _____

By: EG&G TECHNICAL SERVICES, INC.,
its authorized agent

Good Faith Deposit \$ _____

By: _____

Printed: _____

Title: _____

PURCHASE AND SALE AGREEMENT

HIGH BIDDER

REDSTONE CASTLE

REDSTONE, COLORADO

SALE OF REAL PROPERTY

BY

INTERNAL REVENUE SERVICE

AUCTION DATE:

March 19, 2005

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into between Seller and Buyer.

RECITALS

A. Of even date herewith, Seller offered to sell at auction certain property located in the State of Colorado.

B. Buyer was the successful high bidder for the property at such auction.

C. Seller and Buyer wish to set forth the agreement of Seller to sell such property and the agreement of Buyer to purchase such property and to set forth the terms and conditions upon which property will be sold and purchased.

AGREEMENT

In consideration of the mutual agreements set forth herein, Seller and Buyer agree as follows:

ARTICLE 1. **DEFINITIONS**

As used in this Agreement:

“Affiliate” means, with respect to any specified Person, any other Person that (a) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person; (b) is a director or officer or employee of any Person covered by clause (a) above; (c) is a partner, beneficiary of a trust or other owner of any stock or other evidences of beneficial ownership of the specified Person or any Person covered by clause (a) above; or (d) is related by blood (including grandparents of the specified Person and of his or her spouse and all lineal descendants of such grandparents), marriage or close business association (including, without limitation, by virtue of being engaged in any general or limited partnership) to the specified Person or any Person covered by clause (a) above or to the spouse of any of the foregoing Persons. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting stock, by contract or otherwise.

“Agreement” means this Agreement and all amendments, modifications and extensions hereto.

“Application” shall have the meaning set forth in Section 8.1(d).

“Auction Date” means March 19, 2005.

“Business Day” means each day, except Saturdays, Sundays and all days observed by the Federal Government as legal holidays.

“Buyer” shall mean the party executing this agreement as the Buyer on the signature pages hereof.

“Buyer-Related Parties” means, individually and collectively, and to the extent applicable (a) Buyer; (b) the shareholders, officers, directors, employees and constituent partners of Buyer or of any direct or indirect partner of or corporate joint-venturer with Buyer; and (c) any Affiliate of Buyer.

“Casualty” shall have the meaning set forth in Section 11.2.

“Claims” shall have the meaning set forth in Section 14.1.

“Clean-Up” means the removal, remediation or elimination of, or other response to, Environmental Contamination, as may be necessary to comply with all applicable Hazardous Substances Laws.

“Closing” shall have the meaning set forth in Article 4.

“Closing Agent” shall mean Title Company of the Rockies, Inc., in its capacity as Closing Agent pursuant to this Agreement.

“Closing Date” shall have the meaning set forth in Article 4.

“Closing Documents” shall have the meaning set forth in Section 10.1.

“Condemnation” shall have the meaning set forth in Section 11.1.

“Deed” shall have the meaning set forth in Section 10.1(a).

“Documents” shall have the meaning set forth in Section 5.5(c).

“Due Diligence Materials” means the materials relating to the transaction contemplated hereby, to which the parties bidding on the Property have been given notice.

“Earnest Money” shall have the meaning set forth in Section 3.1.

“Earnest Money Balance” shall have the meaning set forth in Section 3.1.

“Effective Date” means the date of execution of this Agreement by Seller.

“Environmental Contamination” means the presence of any Hazardous Substance or the existence of any environmental condition at, in or under the Property, or a Release at, in, under or from or to the Property, that (a) is in violation of one or more Hazardous Substances Laws; or (b) would be required to be reported to any governmental authority or agency, and would require clean-up; provided, however, the existence on the Property of non-friable asbestos or friable asbestos in good condition shall not be deemed Environmental Contamination.

“Executory Contracts” shall have the meaning set forth in Article 2.

“Former Owner” means the Person from whom Seller seized the Property, or any part thereof, or any officer, director, employee, partner or Affiliate of such Person.

“Good Faith Deposit” means an amount equal to Dollars deposited by Buyer at auction pursuant to the Terms and Conditions.

“Hazardous Substances” means any hazardous substances as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601(14) and petroleum, natural gas, natural gas liquids and liquefied natural gas, but shall not include non-friable asbestos or friable asbestos in good condition.

“Hazardous Substances Laws” means all Laws regulating emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or regulating the use, treatment, storage, disposal or handling of Hazardous Substances.

“Intangibles” shall have the meaning set forth in Article 2.

“Law” means (a) present and future laws, statutes, codes, ordinances, rules, orders, awards, judgments, decrees, injunctions, approvals, permits, requirements, regulations and licenses of every governmental or quasi-governmental authority or agency; (b) orders, rules and regulations of any regulatory, licensing, accrediting, insurance underwriting or rating organization or other body exercising similar functions; and (c) duties or obligations of any kind imposed by law, covenant, condition, agreement or easement, public or private.

“Non-Permitted Exception” shall have the meaning set forth in Section 5.3.

“Notices” shall have the meaning set forth in Article 7.

“Permitted Exception” shall have the meaning set forth in Section 5.3.

“Person” means an individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or the federal government or any state or local government or any agency or political subdivision thereof.

“Personal Property” shall have the meaning set forth in Article 2.

“Pro-Forma Title Policy” shall have the meaning set forth in Section 5.2.

“Property” shall have the meaning set forth in Article 2.

“Property Data” shall have the meaning set forth in Section 5.1.

“Purchase Price” shall have the meaning set forth in Section 3.2.

“Real Estate” shall have the meaning set forth in Article 2.

“Release” means the intentional or unintentional spilling, leaking, dumping, pouring, pumping, emptying, seeping, disposing, discharging, emitting, depositing, injecting, leaching, escaping, or any release or threatened release, however defined, of any Hazardous Substance.

“Seller” shall mean Internal Revenue Service-Criminal Investigation, an instrumentality of the United States of America.

“Seller-Related Parties” means individually and collectively, Seller, its contractors and subcontractors, and its and their respective officers, directors, employees and representatives.

“Substantial Casualty Notice” shall have the meaning set forth in Section 11.2(c).

“Substantial Condemnation Notice” shall have the meaning set forth in Section 11.1(c).

“Substantial Portion” shall have the meaning set forth in Section 11.3.

“Survey” means the survey(s) of the Property or any portion thereof made by Buyer prior to closing.

“Tax Documents” shall have the meaning set forth in Section 10.3.

“Terms Of Sale” means the Terms and Conditions of Sale for the Property previously received by Buyer.

“Thrift and Bank Fraud Act” shall have the meaning set forth in Section 8.1(i).

“Title Company” means Title Company of the Rockies, Inc., 0326 Highway 133, Suite 120, Carbondale, Colorado 81623, as agent for Chicago Title Insurance Company.

“Title Policy” shall have the meaning set forth in Section 10.2.

“Wire Instructions” means Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois 60675, Routing Number (ABA) 071-000-152; Final Credit to EG&G Technical Services, Account Number 24171, Ref: Property Address.

ARTICLE 2.

PURCHASE AND SALE

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title and interest in and to the following:

- a. the real estate described on Exhibit A, together with all improvements located thereon, leases thereof, and all easements and other rights and privileges pertaining or appurtenant thereto, including, without limitation, any water rights or shares appurtenant thereto (such real estate, improvements, easements, rights and privileges being referred to herein collectively as the “Real Estate”);

b. all of the furniture, furnishings, fixtures, equipment, machinery and other items of non-cash and non-cash equivalent personal property and inventory located in or upon, and used exclusively in connection with the operation or maintenance of, the Real Estate (excluding any and all property owned by tenants thereon), but subject to changes between the Effective Date and the Closing Date as provided in Article 7 (all such personal property and fixtures used in connection with the operation or maintenance of the Real Estate being referred to herein collectively as the "Personal Property"); and

c. all of the intangible property used exclusively in connection with the operation or maintenance of the Real Estate and the Personal Property, excluding any operating accounts, but, including, without limitation, all entitlements, licenses, trademarks, trade names, franchises, the contracts set forth on Exhibit B (the "Executory Contracts"), and all other contract rights, guarantees and warranties relating to the Real Estate and the Personal Property (all such intangible property used in connection with the operation or maintenance of the Real Estate and the Personal Property being referred to as the "Intangibles") (the Real Estate and all Personal Property and Intangibles related thereto being referred to herein collectively as the "Property").

ARTICLE 3.

EARNEST MONEY; PURCHASE PRICE

Section 3.1. Earnest Money. Concurrently with Buyer's execution of this Agreement, Buyer shall deliver to EG&G Technical Services, Inc. ("EG&G"), as agent for Seller, a cashier's check payable to EG&G Technical Services Inc./USCS, in the amount set forth in the signature page hereof (the "Good Faith Deposit"). Within five (5) days of the Effective Date, Buyer shall transmit by wire transfer to Seller an amount equal to Ten Percent (10%) of the Purchase Price (prior to any adjustment thereto) (such amount being referred to herein as the "Earnest Money"), less the Good Faith Deposit as of the date of Buyer's execution hereof (the amount so delivered being referred to herein as the "Earnest Money Balance"). From and after the date of Buyer's execution hereof, the Good Faith Deposit shall be deemed as part of the Earnest Money and shall be subject to the terms and conditions hereof applicable to the Earnest Money. Prior to Seller's receipt of the Earnest Money Balance, the Earnest Money shall be the Good Faith Deposit as of the date of Buyer's execution hereof. The Earnest Money shall be held by the Seller, subject to the terms of this Agreement.

Section 3.2. Purchase Price. The Purchase Price for the Property (the "Purchase Price") is in the amount set forth on the signature pages hereof as increased or decreased by any adjustments thereto provided for herein.

Section 3.3. Manner of Payment. The Earnest Money shall be applied against the Purchase Price at Closing. The balance due on the Purchase Price shall be paid by Buyer to Seller at the Closing by wire transfer or cashier's check to the Title Company in immediately available US funds.

ARTICLE 4.

CLOSING

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Title Company, Carbondale, Colorado, or such other location as Seller shall determine, on or before the forty-fifth (45th) day following the Effective Date, unless extended in accordance with the Terms Of Sale. Seller, at its option, may extend the time of the Closing in order to convey title to the Property in such state as is required under this Agreement. The date of the Closing is referred to herein as the "Closing Date."

ARTICLE 5.

PROPERTY DATA; DUE DILIGENCE

Section 5.1. Property Data. Buyer acknowledges that before the execution of this Agreement, Seller has made available to Buyer, and Buyer has had the opportunity to review the Due Diligence Materials (the "Property Data"). Buyer acknowledges and understands that the Property Data and the Documents may have been prepared by parties other than Seller and that no Seller-Related Party has made any independent investigation or verification of the Property Data or the Documents or makes any representation or warranty whatsoever, express or implied, as to the content, accuracy or completeness of the Property Data or the Documents.

An item of information shall be deemed to be available to and disclosed to Buyer in writing if such information was at any time on or before the Auction Date or otherwise included in the Property Data transmitted to Buyer in writing on or before the Auction Date.

Section 5.2. Title Evidence. Seller has made available to Buyer a pro-forma owner's policy of title insurance for the Property (the "Pro-Forma Title Policy"). Buyer acknowledges that its agreement to purchase the Property is subject to the matters set-forth in the Pro-Forma Title Policy.

Section 5.3. Permitted Exceptions; Non-Permitted Exceptions.

a. On or before the expiration of the Closing Date, Buyer shall give Seller written notice of any encumbrance, defect, state of facts, or exception not set forth in the Pro-Forma Title Policy or appearing in any of the Survey prepared for Buyer which Buyer in good faith believes affects marketability of title to the Property or any portion thereof or which prohibits the use, occupancy or operation of the Property or any portion thereof for its current purpose (any such encumbrance, defect, state of facts, or exception being referred to herein as a "Non-Permitted Exception"). Any encumbrance, defect, state of facts or exception set forth in the Pro-Forma Title Policy or appearing in a Survey to which no objection is timely made in accordance with the terms of this Agreement shall thereafter be a "Permitted Exception." Buyer acknowledges and agrees that each of the following shall be deemed a Permitted Exception and that in no event and at no time shall Buyer be entitled to declare any of the same a Non-Permitted Exception.

i. all (A) standard preprinted (general) exceptions set forth in the Pro-Forma Title Policy; and (B) such other title exceptions and defects, whether or not of record, affecting the Property which have arisen out of, or by reason of,

any acts of Buyer-Related Parties or its or their agents, representatives or contractors;

ii. zoning, subdivision, environmental, municipal building and all other Laws applicable to the ownership, use or development of, or the right to maintain or operate the Property, provided that none of such Laws are violated by the current use, occupancy or operation of the Property;

iii. such additional state of facts that a physical inspection of the Property would show, provided that the same does not render title to any material portion of the Property unmarketable or prohibit the use, occupancy or operation of any material portion of the Property for its current purpose;

iv. the state of facts that an accurate, current survey of the Property would show, provided the same does not render title to any material portion of the Property unmarketable or prohibit the use, occupancy or operation of any material portion of the Property for its current purposes;

v. liens for unpaid taxes, assessments, charges, rents and any other governmental charges (i) which are not yet due and payable; or (ii) for which Buyer has received or will receive credit against the Purchase Price in accordance with the provisions of Article 6; and

vi. possible lack or revocability of the right, if any, to maintain or use or receive value for any space, facilities, improvements, infrastructure, roads or appurtenances outside the boundaries of the Property, whether on, over or under the grounds, including, without limitation, all vaults, marquees, stoops, awnings, signs and sidewalk openings.

vii. All exceptions set forth in the Pro-Forma Title Policy.

b. If, prior to the Closing Date, any Non-Permitted Exception shall first appear in any updated Pro-Forma Title Policy, and in the event such Non-Permitted Exception is not cured by Seller as provided in Section 5.3(c) hereof, this Agreement shall terminate and the Earnest money shall be returned to Buyer.

c. If, Seller elects to cure a Non-Permitted Exception, it shall be deemed to have been cured by Seller upon the issuance of the Title Policy free of such Non-Permitted Exception or upon the issuance of the Title Policy with the agreement of the Title Company to insure Buyer against loss or damage that may be occasioned by such Non-Permitted Exception.

Section 5.4. Title Matters.

a. Seller does not agree to undertake, and nothing contained herein shall be construed to require Seller to undertake, any action or proceeding or otherwise to incur any expense whatsoever either to remove any exception or objection to title or to render title to the Property either acceptable to Buyer or marketable or insurable. Seller shall not

be obligated to take any action, execute any document, or incur any liability (contingent or otherwise) to obtain any endorsement to the Pro-Forma Title Policy or the Title Policy, or to provide for affirmative insurance to be issued pursuant to the Pro-Forma Title Policy or the Title Policy, and the failure of the Title Company or any other title company issuing a loan policy of title insurance or an owners policy of title insurance, if applicable, to issue any endorsement or to provide for any affirmative insurance shall not relieve Buyer of any of its obligations under this Agreement, and Buyer shall nevertheless continue to be obligated to purchase the Property without any abatement, offset, credit or adjustment of the Purchase Price by reason thereof.

b. Buyer shall not have the right to reject title to the Property or any part thereof by reason of the existence of any condition subject to which Buyer has agreed to take title under this Agreement, and the Purchase Price shall not, in any respect, be reduced or abated, nor shall Buyer be entitled to damages, by reason thereof.

c. Upon the filing of all lien releases, the Seller will convey title to the Real Estate to the Buyer at closing by government deed, free and clear of all encumbrances or liens except restrictions of record reflected in the Pro-Forma Title Policy.

Section 5.5. Disclaimers; As Is.

a. Buyer acknowledges that it is a sophisticated buyer, with experience in owning and operating real property in the nature of the Property. Buyer realizes the special nature of this transaction, understands and is freely taking all risks involved in connection with this transaction and acknowledges that the risks are reflected in the Purchase Price and the terms upon which Buyer is willing to purchase and Seller is willing to sell the Property.

b. Buyer acknowledges and agrees that Seller has little, if any, knowledge of the Property.

c. Except as otherwise expressly set forth in this Agreement, the Property is being sold by Seller, and Buyer agrees to accept the Property, "as is" and "where-is," in its condition on the Closing Date. Buyer acknowledges, represents and warrants that (i) Buyer has had an opportunity to make an independent investigation and examination of the Property (and all matters related thereto), and to become fully familiar with the physical condition and contents of the Property and has not relied on any information or materials delivered or caused to be delivered by Seller-Related Parties in connection therewith, including, without limitation, the Property Data and Documents; and (ii) Seller-Related Parties have not made, and Buyer shall not be entitled to rely on, any oral or written representations, warranties or statements of any nature or kind whatsoever to Buyer, whether express or implied, with respect to the above, and, in particular, no representations or warranties have been made with respect to (A) the physical condition or operation of the Property, including, without limitation, the existence of any Environmental Hazards or conditions thereon (including, but not limited to, the presence of asbestos or asbestos containing materials or the Release or threatened Release of

Hazardous Substances), the availability of water or the adequacy of water supplied; (B) the revenues from or expenses of the Property; (C) the zoning and other legal requirements applicable to the Property or the compliance of the Property therewith; (D) the nature and extent of any matter affecting title to the Property or to any Personal Property, except for the warranties, if any, contained in the Deed to be delivered by Seller at the Closing; (E) the quantity, quality, or condition of the Personal Property; or (F) any other matter or thing affecting or relating to the Property, or any portion thereof, the interests therein to be conveyed to Buyer pursuant to the terms or the transactions contemplated hereby.

d. Seller hereby specifically disclaims any warranty, guaranty, oral or written, express or implied or arising by operation of law or otherwise, with respect to the Property, the Property Data and the Documents and any warranty of condition, habitability, merchantability or fitness for a particular purpose in respect of the Property. Buyer declares and acknowledges that this express disclaimer shall be considered a material and integral part of the sale contemplated thereby and is reflected in the consideration payable by Buyer hereunder as an inducement for Seller to proceed with the transaction contemplated hereby. Buyer further declares and acknowledges that this disclaimer has been brought to the attention of Buyer and explained in detail and that Buyer has voluntarily and knowingly consented thereto.

ARTICLE 6.

CLOSING ADJUSTMENTS, APPORTIONMENTS AND PAYMENTS

Section 6.1. Closing Apportionments and Adjustments. For the purpose of calculating all apportionments and adjustments hereunder relating to the Property, unless otherwise provided for in this Agreement, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, as of 12:01 a.m. PDST. on the Closing Date. At the Closing, Seller and Buyer shall pro-rate the following on the basis of the exact number of days each will own the Property during the year of the Closing, assuming a three hundred sixty five (365) day year:

a. All assessments and real property and personal property taxes assessed against the Property for the year of the Closing. If the amount of such real property and personal property taxes is not known at the Closing, closing adjustments will be finally made on the basis of the most recent tax rate and assessed valuation for the Property (or the applicable part thereof), and, if the Real Estate has been taxed as part of a tax parcel including other real estate, a reasonable estimate as to the allocation of taxes between the Real Estate and such other real estate. Buyer shall have the right, in the name of Seller or Buyer, to contest or appeal any such tax or assessment. All assessments and real property and personal property taxes assessed against the Property for years prior to the year of the Closing and all penalties and interest thereon shall be paid by Seller. Any assessments or taxes which are assessed against the Property for the year of Closing, but which are not due and payable at or prior to the Closing, shall be allowed to Buyer as a credit against the Purchase Price, and Seller shall have no further liability for such assessments or taxes. Buyer shall be responsible for all roll-back taxes and assessments for water, sewer or otherwise, which are due and payable upon the development of the Property;

b. All rents and other income from the Project shall be prorated as of the Closing Date, except that no proration shall be made for rents delinquent as of the Closing Date (hereinafter called the "Delinquent Rents"). After the Closing, Seller shall have no right to bring suit against tenants to collect Delinquent Rents. Amounts collected by Buyer from tenants owing Delinquent Rents shall be applied first to current rents owed by such tenant, then to rents which became delinquent after the Closing Date and then to Delinquent Rents. Any such amounts applicable to Delinquent Rents received by Buyer shall be promptly forwarded to Seller.

c. All expenses of the Property (including costs of utilities and all charges payable under Executory Contracts shall be prorated as of the Closing Date based, to the extent available, on final meter readings and final invoices, and based on the actual number of days of the month of Closing which shall have elapsed as of the Closing Date. If the amount of any such charges for the month of the Closing is not known at the Closing, closing adjustments will be made on the basis of the most recent monthly charge as set forth in the most recent invoice from the applicable provider. When the actual amount of a charge for the month of the Closing is known, Buyer and Seller, promptly upon the receipt by either of them of an invoice will make the proper adjustment so that the pro-ration of such charge will be accurate, and payment will promptly be made to Seller or Buyer, whichever shall be entitled to such payment, by the other party, for the purpose of making such adjustment.

d. annual permit, license and inspection fees, if any, on the basis of the fiscal year for which levied, if the rights with respect thereto are transferred to Buyer;

e. amounts payable by Seller to merchant's and other associations, promotional funds and other similar contributions or payments;

f. income and expenses from any management or similar agreements in respect of the Property being assumed by Buyer;

g. deposits made by Seller with any contracting party which relate to the Property or any assumed liability, including but not limited to all utility deposits, to the extent assignable, shall be assigned to Buyer and credited to Seller at the Closing Date;

h. all other items customarily apportioned in connection with the sale of similar properties similarly located, including, without limitation, expenses normal to the operation and maintenance of the Property; and

i. all other amounts payable after the Closing Date that are assumed by Buyer, including, without limitation, trade account payables assumed by Buyer by virtue of Buyer's assumption of any Executory Contracts, shall be paid by Buyer and no adjustment shall be made to the Purchase Price.

j. Buyer shall not receive any credit for security deposits, if any, of tenants of the Property.

All credits to Buyer from the closing adjustments and pro-rations described above shall reduce the Purchase Price payable at the Closing, and all credits to Seller from the closing adjustments and pro-rations described above shall increase the Purchase Price payable at the Closing.

Section 6.2. Estimation of Prorations; Errors.

If sufficient information is not available at the Closing to make an accurate proration, Seller and Buyer shall estimate the proration at the Closing and shall make a recalculation of the apportionment of the proration as soon as the necessary information becomes available, at which time Seller or Buyer, as the case may be, promptly shall make an appropriate payment to the other based upon such recalculation; provided, however, that the foregoing shall not relieve Buyer from any obligation Buyer has assumed pursuant to this Agreement. The parties shall correct any errors or omissions in computing apportionments promptly after discovery. Each party waives any apportionments not brought to the attention of the other within one (1) year following the Closing Date.

Section 6.3. Transfer of Utilities. Buyer shall transfer all utility services for the Property to Buyer's name as of the Closing Date. Seller shall cooperate with Buyer to effect the transfers. If such utility services are not transferred to Buyer's name effective as of the Closing Date, then, at the Closing, the parties will pro-rate any such charges (including water rates and charges, sewer taxes and rents and electricity, gas and cable television charges) based upon the daily charges for the most recent period for which readings of such utility services are then available. Buyer promptly thereafter shall transfer such utility services to Buyer's name. Promptly after Buyer receives a statement of such charges for the period during which the Closing occurs, Buyer and Seller shall adjust the apportionment made pursuant to this Section 6.3 to the extent necessary for Seller to pay such charges for the period ending on the day immediately preceding the Closing Date, and Buyer to pay such charges for the period from and after the Closing Date.

Section 6.4. Insurance. All insurance maintained by Seller in respect of the Property, if any, shall be cancelled as of the Closing.

Section 6.5. Transfer and Recording Taxes. All closing costs (except title insurance premiums), including transfer taxes (documentation and surtax), escrow fees, and recording fees shall be paid by Buyer and Seller in accordance with the customs of the county in which the property is located. Seller shall be responsible, either by payment or exemption, for any real property transfer taxes, documentary stamps, documentary recording charges and other taxes, fees or charges imposed on Seller by any governmental entity having jurisdiction over the Property, in connection with the sale, assignment, transfer and conveyance of the Property. At the Closing, Buyer shall pay all mortgage recording taxes and charges and other taxes imposed by any governmental entity having jurisdiction over the Property resulting from any acquisition financing used by Buyer to purchase the Property, and shall pay all other real property transfer taxes, documentary stamps and other taxes, fees or charges for which Seller is not responsible pursuant to the provisions hereof, in connection with the sale, assignment, transfer and conveyance of the Property. Buyer will pay all sales and use taxes (both real estate sales and

personal property tax) payable with respect to sale of such portion of the Personal Property as is subject to sales and use tax.

Section 6.6. Title Charges. Seller shall pay all charges in connection with the preparation of the Pro-Forma Title Policy. Buyer shall pay the cost of all title insurance premiums for any owner or loan policy of title insurance required by Buyer or any lender of Buyer, the cost of any endorsements to the Title Policy or such loan policy of title insurance requested or required by Buyer or such lender, the cost of any extended coverage for the Title Policy (i.e., the deletion of standard or preprinted exceptions), any fee charged by the Title Company to issue the Title Policy with an effective date as of the Closing Date, costs incurred in connection with any updated (or new) surveys not provided in the Property Data and the cost of recording or filing the Deed and any other assignments provided for herein.

Section 6.7. Risk of Loss. Until the purchase and sale of the Property is consummated at the Closing, the risks of ownership and loss of the Property shall be borne by Seller.

Section 6.8. Surface Water Charges. At closing, Buyer shall pay all Surface Water Charges associated with the Property.

Section 6.9. Survival. The provisions of this Article 6 shall survive the Closing.

ARTICLE 7.

OPERATION OF THE PROPERTY

Between the Auction Date and the Closing, Seller shall: (a) maintain the Property, all in generally the same manner as Seller currently is maintaining (reasonable wear and tear excepted) the Property and otherwise conducting such affairs; (b) not sell or otherwise dispose of any significant items of Personal Property (other than supplies or materials used in connection with the operation or maintenance of the Property) unless replaced with an item of like value, quality and utility; and (c) not enter into any service, maintenance, landscaping, repair, or other similar contract or agreement relating to the maintenance of the Property, except for those entered into in the ordinary course of business and which can be cancelled upon not more than sixty (60) days' prior notice or in the event of a sale of the Property, without the prior consent of Buyer, which consent may be withheld by Buyer only on the grounds of material adverse effect on the economics or the quality of the operation of the Property. In the event Seller desires to enter into any such contract which requires the consent of Buyer, Seller shall give Buyer written notice of Seller's intent to enter into such contract, which notice shall include a copy of such contract. Within five (5) days following Buyer's receipt of such notice, Buyer shall give Seller written notice of any objection to such contract. If Buyer fails to notify Seller within such five (5) day period of any such objection, Buyer shall be deemed to have consented to such contract, and Seller may immediately execute such contract. If Buyer objects to such contract in compliance with the terms hereof, Seller shall not enter into such contract, unless Seller deems the contract necessary for the proper operation of the Property consistent with Seller's past and current operation of the Property. Regardless of the limits set forth in items (a) through (c) in this Article 7, however, Seller may enter into any contracts with respect to the Property to the extent that Seller determines that such contracts are necessary or appropriate for the proper operation or

maintenance of the Property consistent with Seller's past and current operation and maintenance of the Property.

ARTICLE 8.

REPRESENTATIONS AND WARRANTIES

Section 8.1. Representations and Warranties of Buyer. Buyer represents and warrants as follows:

a. If Buyer is not an individual: (i) Buyer is duly formed and validly existing under the Law of the state or commonwealth of its organization and, if required by applicable law, is in good standing under the Laws of the State of Colorado; (ii) Buyer has full right, authority and power to enter into this Agreement, to consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents to which it is a party; (iii) each of the persons executing this Agreement on behalf of Buyer is authorized to do so; and (iv) this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms;

b. If Buyer is an individual: (i) Buyer has full right, authority and power to enter into this Agreement, to consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents to which it is a party; and (ii) this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms;

c. No legal or administrative proceedings are pending or, to the best of Buyer's knowledge, threatened against or affecting any Buyer-Related Party, that may affect Buyer's legal authority or financial ability to perform its obligations hereunder or the Closing Documents to which it is a party;

d. The information set forth in the bid registrations, application, certificates, affidavits and forms submitted to Seller in connection with this Agreement and the transactions contemplated hereby (collectively, the "Application") is true and correct in all material respects, does not omit to state a fact necessary to make the statements contained therein not misleading;

e. There are no agreements, written or oral, express or implied, between any Buyer-Related Parties and any Former Owner for the payment of any additional amounts to any Former Owner or any Affiliate of any Former Owner in connection with or which contemplate the retention by or conveyance to any Former Owner or any Affiliate of any Former Owner, of any interest in any of the Property, or any interest in any entity which may own or hold title to any of the Property; Buyer is not aware of any such agreements between any Former Owner or any Affiliate of any Former Owner and any third party;

f. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of Buyer's obligations under the Closing Documents to which it is a party, do not and will not (i) violate or conflict with any organizational document of Buyer or any judgment, decree or order of any court or

any Law or permit applicable to or affecting any Buyer-Related Party; or (ii) breach any provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which any Buyer-Related Party is a party or by which any such Buyer-Related Party is bound;

g. The execution and delivery of this Agreement by Buyer does not, and the performance of Buyer's obligations hereunder and under the Closing Documents to which it is a party will not, require the consent or approval of any governmental or public authority or any other Person;

h. The Buyer warrants that he/she is not: (a) under 18 years of age; (b) an employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above; (d) the contractor, subcontractor or vendor, or their agent who has access to information concerning the property to be sold at U.S. Department of the Treasury/U.S. Customs Service auctions that is not generally available to the public; (e) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or (f) the party, or agent of the party(s), from whom the property was seized.;

i. Buyer's purchase of the Property will not violate the prohibited transaction provisions of the Comprehensive Crime Control Act of 1984 or policies related thereto by the U.S. Department of Treasury or the U.S. Patriot Act of 2001.

Each representation and warranty of Buyer set forth in this Agreement shall be deemed to have been repeated by Buyer, at and as of the Closing Date with the same force and effect as if first made on and as of such date, and shall survive the Closing.

Section 8.2. Representations and Warranties of Seller. Seller represents and warrants that:

a. It has full right and authority to enter into this Agreement and to consummate the transactions contemplated herein;

b. The person executing this Agreement on behalf of Seller has been duly authorized to do so; and

c. This Agreement, upon Seller's execution hereof, will constitute a valid and legally binding obligation of Seller.

Each of the representations and warranties in this Section 8.2 shall terminate on the Closing Date.

ARTICLE 9.

CONDITIONS TO CLOSING

Section 9.1. Conditions to Buyer's Obligations. The obligation of Buyer to purchase the Property pursuant to this Agreement is subject to the fulfillment on or before the Closing

Date of each of the following additional conditions, except to the extent waived in writing by the benefited party:

- a. Seller shall have delivered all Closing Documents required to be provided by Buyer under this Agreement; and
- b. All representations and warranties of Seller set forth in Section 8.2 shall be true in all material respects at and as if made on the Closing Date.
- c. Buyer shall have received an ALTA survey of the Property which does not contain any material encroachments.

Section 9.2. Conditions to Seller's Obligations. The obligation of Seller to sell the Property pursuant to this Agreement is subject to the fulfillment on or before the Closing Date of each of the following additional conditions, except to the extent waived in writing by the benefited party:

- a. Buyer shall have delivered all Closing Documents required to be provided by Buyer under this Agreement;
- b. All representations and warranties of Buyer set forth in Section 8.1 hereof shall be true in all material respects at and as if made on the Closing Date;
- c. The parties shall have obtained all requisite governmental approvals relating to the transactions contemplated by this Agreement; and
- d. Buyer shall have provided Seller with satisfactory assurance that Buyer will be able to perform all obligations of Buyer undertaken pursuant to this Agreement, including future performance of any Executory Contracts.

ARTICLE 10.

CLOSING DOCUMENTS

Section 10.1. Closing Documents.

a. At the Closing, contemporaneously with the payment by Buyer of the Purchase Price, Seller shall deliver the following documents to Buyer, duly executed by Seller in recordable form, as applicable (the documents described in this Section 10.1(a) and in Section 10.1(b) and all other documents required to be delivered hereunder are referred to collectively as the "Closing Documents"):

- i. all Property Data relating to the Property;
- ii. a deed in the form attached as Exhibit C;
- iii. An assignment of Seller's interest in all leases of the Property;

iv. a bill of sale in the form attached as Exhibit D, without warranty or recourse, for the Personal Property;

v. an assignment in the form attached as Exhibit E, without warranty or recourse, of all transferable licenses and permits pertaining to, or issued in connection with the Property, together with the originals of any such licenses and permits, if available, or copies thereof to the extent in Seller's possession;

vi. an assignment in the form attached as Exhibit E, without warranty or recourse, of all guaranties and warranties which Seller shall have received in connection with work or services performed with respect to the Property (to the extent warranties or guaranties are assignable);

vii. an assignment in the form attached as Exhibit E, without warranty or recourse, of Seller's interest in trade names and general intangibles, if any, owned and used by Seller in connection with the operation of the Property; and

viii. assignments, without warranty or recourse, in the form attached as Exhibit E of Seller's interest in all Executory Contracts, including management agreements and franchise agreements, affecting the Property.

b. At the Closing, contemporaneously with Seller's delivery to Buyer of all of the Closing Documents required to be delivered by Seller hereunder, Buyer shall deliver to Seller the following Closing Documents duly executed by Buyer in recordable form, as applicable:

i. agreements pursuant to which Buyer assumes all of Seller's obligations arising with respect to the period from and after the Closing Date under any and all leases of the Property and any Executory Contracts, and indemnifies Seller-Related Parties for and holds Seller-Related Parties harmless from and against all Claims asserted against or imposed upon or incurred by Seller-Related Parties (A) by reason of claims made by parties under any Executory Contracts with respect to the period from and after the Closing Date; or (B) in connection with the Property with respect to the period from and after the Closing Date;

ii. a receipt for all escrows, reserves and funds paid over or credited to it, or for which Buyer shall receive an assignment, as provided in Article 6 and an agreement pursuant to which Buyer indemnifies Seller for, and holds Seller harmless from and against, any and all Claims arising with respect to such escrows, reserves and funds subsequent to the Closing Date;

iii. the organizational documents and instruments and certificates supporting the representations made by Buyer in Section 8.1, together with such other items which the Title Company may require in connection therewith; and

iv. a certificate confirming Buyer's representations and warranties in Section 8.1.

v. payment by Buyer of the cost incurred by Seller with respect to survey of the Property.

Section 10.2. Title Policy. At the Closing, Buyer may elect the Title Company to issue, at Buyer's expense, an owner's policy of title insurance in the form of the Pro-Forma Title Policy in the amount of the Purchase Price, which shall insure fee simple title in the Property in the name of Buyer, as legal owner, subject to the Permitted Exceptions (the "Title Policy"). The Title Policy shall be an American Land Title Association Owners Policy of Title Insurance (10-7-1992 Form B) and shall have an effective date as of the Closing Date.

Section 10.3. Tax Documents. At the Closing, Buyer and Seller shall deliver to the Title Company all documents required in connection with the payment of any real property transfer taxes, documentary stamps, and other transfer taxes, fees or charges imposed by any governmental entity having jurisdiction over the Property in connection with the transactions contemplated hereby (collectively, the "Tax Documents"). If the procedures required by any such governmental entity require the filing, review or approval of any Tax Documents before the Closing Date, Buyer and Seller shall deliver completed Tax Documents to the Title Company for delivery to the appropriate authority sufficiently before the Closing Date so as to permit the parties to complete by the Closing Date the transactions contemplated hereby.

Section 10.4. Closing Documents; Waivers. Except for those matters expressly set forth in this Agreement to survive the Closing and except for the agreements of Seller and Buyer set forth in the Closing Documents or otherwise entered into at the Closing, Buyer's acceptance of the Deed and the other Closing Documents shall be and be deemed to be an acknowledgement by Buyer that Seller has fully performed, discharged and complied with all of Seller's obligations, covenants and agreements hereunder and that Seller shall have no further liability with respect thereto.

Section 10.5. Further Assurances. Seller and Buyer each agree, at any time and from time to time at or after the Closing, to execute, acknowledge where appropriate, and deliver or cause to be executed, acknowledged, if appropriate, and delivered such further instruments and documents and to take such other action as the other of them or the Title Company may reasonably request to carry out the intents and purposes of this Agreement. The provisions of this Section 10.5 shall survive the Closing.

ARTICLE 11.

CONDEMNATION; CASUALTY

Section 11.1. Condemnation.

a. If before the Closing Date, all or any portion of the Property shall be condemned or taken by eminent domain or conveyed in lieu thereof or any proceedings with respect to the foregoing shall be commenced (of which Seller has actual knowledge) (any of such events being a "Condemnation"), Seller shall give Buyer written notice of such event.

b. If a Condemnation results in the taking of less than a Substantial Portion of the Property, the rights and obligations hereunder of the parties shall not be modified, except that Seller shall deliver to Buyer at the Closing all proceeds actually received by Seller as a result of such Condemnation or, if Seller has not received any such proceeds by the Closing Date, Seller shall assign to Buyer at the Closing all of Seller's right, title and interest in and to any claim to such proceeds, and no reduction in the Purchase Price shall occur.

c. If a Condemnation results in the taking of a Substantial Portion of the Property, the notice required to be given by Seller under Section 11.1(a) shall specify the decrease in value of the Property, which determination shall be final and binding on Seller and Buyer (a "Substantial Condemnation Notice"). Buyer, by written notice to Seller within ten (10) days after its receipt of a Substantial Condemnation Notice, may elect as its sole right on account thereof, either (i) not to consummate the purchase of the Property, and, in such event, this Agreement will be terminated, or (ii) to acquire the Property, in which case, Seller shall deliver to Buyer at the Closing any Condemnation proceeds actually received by Seller, or if Seller has not received any such proceeds by the Closing Date, Seller shall assign to Buyer all of Seller's right, title and interest in and to any Condemnation proceeds, and there shall be no reduction in the Purchase Price. If Buyer fails timely to deliver the aforesaid notice, Buyer shall be deemed to have elected option (ii) of this Section 11.1(c). If this Agreement is terminated pursuant to option (i) of this Section 11.1(c), Seller shall return the Earnest Money to Buyer, and neither party shall have any further rights, remedies or liabilities with respect to this Agreement.

Section 11.2. Casualty.

a. If before the Closing Date, all or any portion of the Property shall be damaged or destroyed by fire or other casualty (a "Casualty"), Seller shall give Buyer written notice of such event.

b. If a Casualty results in the damage or destruction of less than a Substantial Portion of the Property, the rights and obligations of the parties shall not be affected, except that (i) if insurance is in effect with respect to the Casualty damage, Seller shall deliver to Buyer at the Closing all insurance proceeds actually received by Seller from such Casualty or, if Seller has not received any such proceeds by the Closing Date, Seller shall assign to Buyer at the Closing all of Seller's right, title and interest in any claim under any applicable insurance policies in respect of such Casualty, and no reduction in the Purchase Price shall occur, or (ii) if insurance shall not have been in effect with respect to the Casualty damage, Buyer shall be entitled to a credit against the Purchase Price in an amount equal to the cost of restoration (as determined in good faith by Seller in its sole reasonable discretion).

c. If a Casualty results in the damage or destruction of a Substantial Portion of the Property, the notice required to be given by Seller under Section 11.2(a) shall (i) specify the cost of restoration and decrease in value as reasonably determined by Seller, which determination shall be final and binding on Seller and Buyer; (ii) state whether insurance is in effect with respect to the Casualty Damage; (iii) state, if insurance is not

in effect with respect to the Casualty damage, whether Seller shall elect (such election to be made by Seller in its sole discretion) to credit the Purchase Price with the amount determined as aforesaid to be the cost of restoration, or the decrease in value; and (iv) specify the amount, if any, expended by Seller pursuant to the provisions of Section 11.4 or state whether Seller intends to expend any amount (and an estimate of such amount) pursuant to the provisions of Section 11.4 (a "Substantial Casualty Notice"). Buyer, by written notice to Seller within ten (10) days after Buyer's receipt of a Substantial Casualty Notice, may elect as its sole right on account thereof, either (i) not to consummate the purchase of the Property, and, in such event this Agreement will be terminated; or (ii) to acquire the Property, in which case: (A) if insurance shall be in effect in respect of such Casualty, Seller shall deliver to Buyer at the Closing all insurance proceeds actually received by Seller from such Casualty or, if Seller has not received any such proceeds by the Closing Date, Seller shall assign to Buyer all of Seller's right, title and interest in and to any claim under any applicable insurance policies in respect of such Casualty, and there shall be no reduction in the Purchase Price; or (B) if insurance is not in effect in respect of such Casualty, the following provisions shall be applicable; (1) if Seller shall have elected in the Substantial Casualty Notice to provide a credit against the Purchase Price, the Purchase Price shall be reduced by an amount equal to the amount of the credit set forth in the Substantial Casualty Notice; or (2) if Seller shall not have elected in the Substantial Casualty Notice to provide a credit against the Purchase Price, Buyer shall be obligated to purchase the Property without abatement or reduction of the Purchase Price. If Buyer fails to timely deliver the aforesaid notice, Buyer shall be deemed to have elected option (ii) of this Section 11.2(c).

Section 11.3. Substantial Portion. As used herein a "Substantial Portion" means: (a) in the case of a Casualty, the cost of restoration of the Property (as reasonably determined by Seller) exceeds Ten Percent (10%) of the Purchase Price; and (b) in the case of a Condemnation, a decrease in the value of the Property (as reasonably determined by Seller) by Ten Percent (10%) or more of the Purchase Price.

Section 11.4. Excess Proceeds. If the proceeds payable as a result of a Condemnation or Casualty exceed the cost of restoration or repair made necessary by reason of such Condemnation or Casualty as determined by Seller's contractor for such restoration or repair, Seller shall have the right to receive the excess. The provisions of this Section 11.4 shall survive the Closing.

Section 11.5. Immediate Repairs to the Property. If a Casualty or Condemnation with respect to the Property occurs before the Closing and such Casualty or Condemnation creates a condition requiring immediate repairs or restoration for the protection of the Property, or of persons or personal property there, or in order to comply with any Law (whether or not the damage involves a Substantial Portion), or if Seller otherwise elects following such Casualty or Condemnation, Seller may make such repairs and restoration as it determines to be reasonably necessary. In such event Seller shall make such repairs in a good and workmanlike manner by such contractors and in such manner as determined in good faith by Seller in its sole reasonable discretion. Seller shall pay the cost of such repairs and restoration if the costs must be paid before proceeds with respect to such damage are available; however, the proceeds paid as a result of such Casualty or Condemnation shall be paid to Seller (if received by Buyer, Buyer shall pay

such amount to Seller promptly after receipt thereof by Buyer) to reimburse Seller for such costs. Seller shall retain the right to such reimbursement notwithstanding any assignment of the proceeds to Buyer at the Closing. If insurance was not in effect with respect to the damage from such Casualty, the amount credited or made available as provided in Sections 11.2(b) and 11.2(c), shall be reduced by the amount expended by Seller for such repairs pursuant hereto. If any such restoration or repairs shall not be completed on the Closing Date, then, at the Closing, Seller shall assign to Buyer all of Seller's right, title and interest in and to, and Buyer shall accept and assume Seller's obligations under, all contracts for such repairs and restoration. The provisions of this Section 11.5 shall survive the Closing.

ARTICLE 12.

DEFAULTS; REMEDIES

Section 12.1. Buyer's Default. If Buyer shall (a) fail to timely deliver the Earnest Money Balance; or (b) fail or refuse to close as required by the terms of this Agreement; or (c) breach any warranty made herein or otherwise be in default hereunder, Seller's sole remedy shall be to retain the Earnest Money as and for liquidated damages, whereupon this Agreement shall terminate, and neither party to this Agreement shall have any further rights, remedies or obligations hereunder. Seller and Buyer agree that the damages that Seller would sustain as a result of such a failure, refusal, breach or default by Buyer would be substantial, but would be difficult or impossible to measure because of the uncertainties of the real estate market and fluctuations of property values and differences with respect thereto, and that the Earnest Money is a reasonable estimate of what those damages would be. Seller and Buyer agree that forfeiture of the Earnest Money shall be liquidated damages and not a penalty.

Section 12.2. Seller's Default. If Buyer shall have performed all of its obligations under this Agreement and shall be ready, willing and able to proceed with the Closing and tender payment in accordance with the provisions of this Agreement, and all conditions to Seller's obligation to proceed with the Closing shall have been satisfied, and if Seller shall fail to close as required by the terms of this Agreement, then Buyer, as its sole remedy, shall be entitled to cause Seller to refund to Buyer the Earnest Money. Buyer shall not have the right to seek or recover any additional sums or amounts including, but not limited to, fees, costs, expenses, interest or damages of any kind or nature whatsoever. Buyer hereby waives and relinquishes any right of specific performance or claim to damages as remedies for Seller's breach hereunder.

Section 12.3. No Fault. If Buyer shall have performed all of its obligations under this Agreement and shall be ready, willing and able to proceed with the Closing and tender payment in accordance with the provisions of this Agreement, but Seller is unable to close the transaction due to the failure of Seller, without fault on its part, to satisfy any condition to Closing to be fulfilled by Seller or as a result of Seller's inability to transfer good and marketable title to the Property to Buyer, then Buyer, as its sole remedy, shall be entitled to cause Seller to refund to Buyer the Earnest Money and whereupon this Agreement shall terminate, and neither party to this Agreement shall have any further rights, remedies or obligations hereunder.

ARTICLE 13

BROKER

Buyer represents and warrants to Seller that it has not dealt with any real estate broker or agent in connection with the transaction contemplated hereby. Buyer shall indemnify and hold Seller-Related Parties harmless from and against any and all claims for commission, fee or other compensation by any Person who shall claim to have dealt with any Buyer-Related Parties in connection with this transaction and for any and all costs incurred by Seller-Related Parties in connection with such claims, including, without limitation, attorneys' fees and disbursements. The provisions of this Article 13 shall survive the Closing.

ARTICLE 14

RELEASES

Section 14.1. Generally. Buyer releases Seller, Seller-Related Parties and their respective employees, officers, directors, representatives, contractors and agents from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and disbursements), whether suit is instituted or not (collectively, "Claims") which any Buyer-Related Party has or may have arising from or related to any matter or thing related to or in connection with the Property, including, without limitation, the Property Data, the Documents, any construction defects, errors or omissions in the design or construction of the Property and any environmental conditions affecting the Property. Buyer shall not look to any Seller-Related Parties in connection with the foregoing for any redress or relief. Buyer further acknowledges and agrees that such release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. Buyer acknowledges that some of Seller's predecessors in title to the Property may have filed petitions under the United States Bankruptcy Code (or any statute of similar nature or purpose) and Buyer may have no remedy against such predecessors.

Section 14.2. Survival. The provisions of this Article 14 shall survive the Closing.

ARTICLE 15

NOTICES

Any notice, demand or request required or permitted to be given under this Agreement (collectively, "Notices") must be in writing and given to the party to whom or which such notice is being sent, (a) by certified or registered mail, postage prepaid, return receipt requested, or (b) by nationally recognized overnight delivery service with receipt acknowledged in writing, in each case, addressed as follows:

If to Seller, to:

Internal Revenue Service
c/o CWS Marketing Group, Inc.
11091 Crooked Stick Lane
Carmel, Indiana 46032

EG&G Services
U.S. Customs Service Support
EG&G Technical Services
2629 Santa Cruz Way
Sacramento, California 95817
Attention: Anthony Pounders
(916) 455-6971

With copies to:

Barnes & Thornburg
11 South Meridian Street
Indianapolis, Indiana 46204
Attention: Richard L. Johnson
(317) 231-7787

EG&G TECHNICAL SERVICES, INC.
7723 Ashton Avenue
Manassas, Virginia 20109
Attention: Director, Risk Management
(703) 361-3671

If to Buyer to:

At the address set forth on its signature page.

In the event of mailing, notices shall be deemed effective three (3) Business Days after posting; in the event of overnight delivery, notices shall be deemed effective on the next Business Day following deposit with the delivery service. From time to time either party may designate another or additional addresses for all purposes of this Agreement by giving the other party no fewer than ten (10) days' prior notice of such change of address in accordance with the provisions. Any notice may be given by a party or such party's attorneys.

ARTICLE 16. **MISCELLANEOUS**

Section 16.1. Terms and Conditions; Entire Agreement. The Terms and Conditions are hereby incorporated into this Agreement, as if more fully set forth herein. In the event of any irreconcilable inconsistency between this Agreement and the Terms and Conditions, this Agreement and the terms and provisions hereof shall govern and control. This Agreement and the Term and Conditions constitute the entire agreement between Seller and Buyer concerning the sale of the Property, and all other understandings and agreements heretofore had or made between the parties hereto are merged in this Agreement which, together with the Terms and Conditions, alone fully and completely express the agreement of the parties.

Section 16.2. Modification. This Agreement may not be changed, modified, supplemented or terminated, except by an instrument executed by the parties which are or will be affected by the terms of such change, modification, supplement or termination. Either party may

waive any of the terms and conditions of this Agreement made for its benefit, provided such waiver is in writing and signed by the party waiving such term or condition.

Section 16.3. Binding Agreement. The terms, covenants, agreements, conditions, representations and warranties contained in this Agreement shall inure to the benefit of the permitted successors and assigns of the respective parties hereto and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

Section 16.4. Assignment. Buyer may not assign this Agreement without the prior written consent of Seller (including, without limitation, any assignment by operation of law), which consent will not be unreasonably withheld. Upon any assignment by Buyer of this Agreement, Buyer shall remain personally liable (to the extent herein provided) for all obligations and indemnities to be performed or provided hereunder by the buyer of the Property. Any assignment without any such prior written consent shall be deemed null and void. If Buyer is a partnership, the admission of a new general partner, the withdrawal, retirement or bankruptcy of any general partner of Buyer and the reallocation of partnership interests among the general partners of Buyer or between any general partner and any limited partner of Buyer shall constitute an assignment of this Agreement and shall be subject to all the provisions of this Section 17.4. A transfer (including the issuance of treasury stock or the creation and issuance of new stock or a new class of stock) of Fifty Percent (50%) or more of the outstanding voting stock of Buyer (if Buyer is a corporation), or a transfer of the majority equity and control interest (if Buyer is a limited liability company), at any one time or over a period of time before the Closing Date through a series of transfers, or a transfer of the power to direct or cause the direction of the management and policy of such corporation or such limited liability company, whether through the ownership of voting securities, by statute, according to the provisions of a contract or otherwise (whether such ownership or power be direct or indirect through control of another corporation or entity), shall be deemed an assignment of this Agreement and shall be subject to all the provisions of this Section 16.4.

Section 16.5. Illegality. If any term or provision of this Agreement or the application thereof to any Person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by Law.

Section 16.6. Choice of Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Colorado, except to the extent that such laws are superseded by federal law.

Section 16.7. Construction. The headings of the various Articles and Sections of this Agreement are inserted solely for purposes of convenience and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. Unless stated to the contrary, all references to Articles, Sections, paragraphs or clauses herein shall be to the specified Article, Section, paragraph or clause of this Agreement, and all references to Exhibits and Schedules shall be to the specified Exhibits and Schedules attached hereto. All Exhibits and Schedules attached hereto are made a part hereof. All terms defined herein shall

have the same meaning in the Exhibits and Schedules, except as otherwise provided therein. All references in this Agreement to "this Agreement" shall be deemed to include the Exhibits and Schedules and any Rider(s) attached hereto. The terms "hereby," "hereof," "hereto," "hereunder" and any similar terms as used in this Agreement, refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. Whenever in this Agreement provision is made for the payment of attorneys' fees, such provision shall be deemed to mean reasonable attorneys' fees and the fees of paralegals. Whenever the masculine gender is used in this Agreement it shall include the feminine and neuter genders, and vice versa in each case, as the context shall require.

Section 16.8. Ambiguities. Each party acknowledges that it and its counsel have reviewed this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved or construed against the drafting party shall not be employed in the interpretation of this Agreement.

Section 16.9. Recording. Neither this Agreement nor any memorandum hereof shall be recorded. Buyer agrees (a) not to file any notice of pendency or lis pendens or other instrument against the Property or any portion thereof in connection herewith; and (b) to indemnify Seller-Related Parties and hold them harmless from and against all Claims incurred by Seller-Related Parties by reason of the filing by Buyer of such notice of pendency, lis pendens or other instrument. The provisions of this Section 16.9 shall survive the Closing.

Section 16.10. Expenses. Each party shall be liable for its own legal expenses, costs and fees in connection with any claim, suit, action, cause of action or proceeding brought in connection with this Agreement, and in no event shall the non-prevailing party therein be required to pay the prevailing party's expenses, costs or fees.

Section 16.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

Section 16.12. Waiver of Trial by Jury. Seller and Buyer shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

Section 16.13. No Third Party Beneficiaries. No Person other than Buyer and Seller shall have any rights or claims under this Agreement.

Section 16.14. Confidentiality. The Property Data and other documents and materials which Seller may provide to Buyer in accordance with this Agreement or the Terms and Conditions are proprietary and confidential in nature.

Section 16.15. Inspection by Seller. After the transfer of documents or files to Buyer pursuant to the terms of this Agreement, Seller, at Seller's expense, shall have the continuing right to use, inspect and make extracts from or copies of any documents or records upon Seller's reasonable notice to Buyer. Buyer will allow Seller, at Seller's expense, the temporary

possession, custody and use of original documents for any lawful purpose and upon reasonable terms and conditions and upon reasonable notice to Buyer. Before destruction or disposition of any documents or files transferred hereunder, Buyer shall attempt to give reasonable notice to Seller and to allow Seller, at its own expense, to recover such documents from Buyer.

Section 16.16. Rider(s). This Agreement is supplemented by any Rider(s) attached hereto and executed by Seller and Buyer. The terms, covenants, conditions, and agreement set forth in any such Rider(s) shall constitute a part of this Agreement as if more fully set forth herein. In the event of any irreconcilable inconsistencies between the terms of this Agreement and any such Rider(s), the terms of such Rider(s) shall be deemed to govern.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SIGNATURE PAGE OF BUYER TO
PURCHASE AND SALE AGREEMENT

a(n) _____

By: _____

Printed: _____

Good Faith Deposit: \$ _____

Purchase Price \$ _____

Date: _____

Title: _____

Federal Tax I.D. Number: _____

Telephone Number: _____

Telecopier Number: _____

Address: _____

ACCEPTANCE PAGE OF SELLER TO
PURCHASE AND SALE AGREEMENT

The attached Purchase and Sale Agreement is accepted as of the _____ day of _____, 2005, and receipt of the Good Faith Deposit is hereby acknowledged.

INTERNAL REVENUE SERVICE,
an instrumentality of the United States

Purchase Price \$ _____

By: EG&G TECHNICAL SERVICES, INC.,
its authorized agent

Good Faith Deposit \$ _____

By: _____

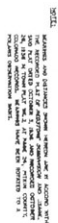
Printed: _____

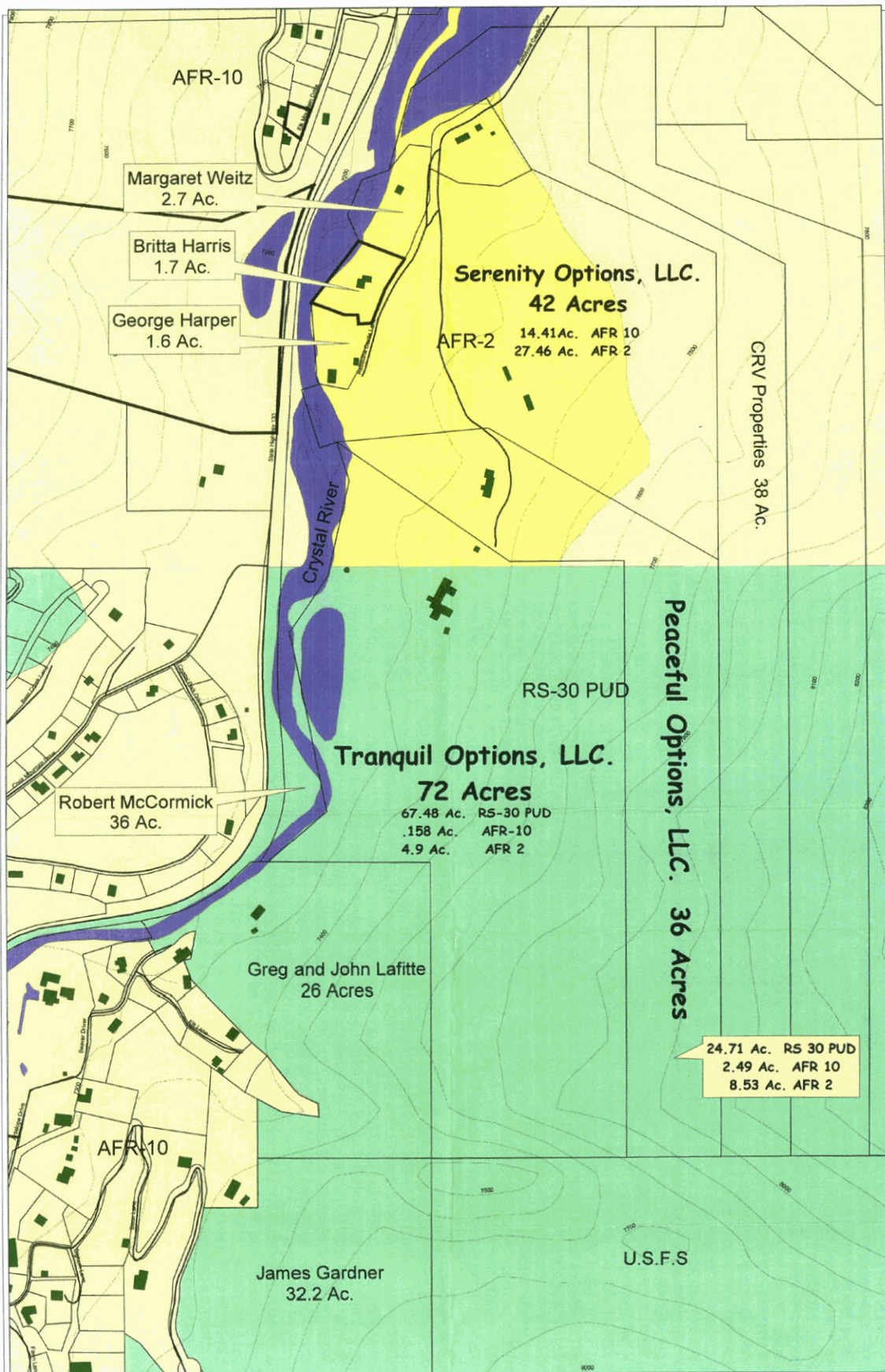
Title: _____

RIGHT 5 65

LOCATED IN SECTIONS 17 & 20, T70S, R88W of the 6th P.M.

* - FOUND 03 REBAR W/ALLOY CAP #9033
 * - FOUND 020 BRASS CAP
 * - SET 04 REBAR w/CAP
 * - BRASS AND/OR ALLOY AS PER
 * - FROM COUNTY CIVIL ACTION
 * - 2000 BOUNDARY PLAT.

[illegible]



Legend

Zone Districts

- AFR-10
- AFR-2
- RS-30 PUD

- Parcel
- Structures
- Rivers & Ponds
- Roads
- 100 Ft. Contour

Redstone Castle Property

1,100 550 0 1,100 Feet



Pitkin County Community
Development Dept.
January, 2004



May 2003 Aerial Image

0 100 200

Legend

Scenic Area

Parcels

This map/drawing/image is a graphical representation of the features depicted and is not a legal representation. The accuracy may change depending on the enlargement or reduction.

Copyright 2004 City of Aspen/Pitkin County

Aspen/Pitkin County, Colorado

COMMITMENT for TITLE INSURANCE

issued by



TITLE COMPANY OF THE ROCKIES, INC.

as agent for

CHICAGO TITLE INSURANCE COMPANY

Reference: 4055533

Commitment Number: 0701444-C2

Prepared for:

Kim Hartmann
Fidelity National Default Solutions
15661 Red Hill Avenue, Suite 201
Tustin, CA 92780

Inquiries should be directed to:

Kelli Burbach
Title Company of the Rockies - Garfield County
0326 Highway 133, Suite 120
Carbondale, CO 81623

SCHEDULE A

1. Effective Date: **December 20, 2004, 7:00 am** Issue Date: **January 14, 2005**
2. Policy (or Policies) to be issued:
 - a) ALTA Owner's Policy (10/17/92) Policy Amount:
Proposed **A Buyer to be Determined**
Insured:
 - b) ALTA Loan Policy (10/17/92) Policy Amount:
Proposed **A Lender To Be Determined**
Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple
and title thereto is at the effective date hereof vested in:
United States of America (Subject to Requirements as to Lot 32)
4. The land referred to in this Commitment is located in the County of **Pitkin**, State of **Colorado**, and is described as follows:
**Lots 32 and 32A,
REDSTONE SUBDIVISION, according to the Plats thereof filed October 16, 1936, in Plat Book 2 at Page 24 and February 20, 1977, in Plat Book 5 at Page 65.**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I
REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Amended and Corrected Final Order of Forfeiture issued by the United States District Court for the District of Colorado Civil Action No. 03-RB-0385 (CBS) properly amending and correcting the legal description for Parcel 1 (Redstone House Parcel) to read "Lot 32" rather than Lot 31 currently shown on Final Order of Forfeiture recorded November 15, 2004 at Reception No. 504171 and December 1, 2004, at Reception No. 504674.

NOTE: Said Amended and Corrected Final Order of Forfeiture should be executed in such a manner as to clearly indicate that Lot 31 is not now and was never intended to be seized as part of the above described action.

NOTE: Final Order of Forfeiture recorded November 15, 2004 at Reception No. 504171 and December 1, 2004 at Reception No. 504674 does properly vest title in the United States of America as to Lot 32A.

2. Deed from United States of America (Subject To Requirements) to A Buyer to be Determined.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

3. Evidence satisfactory to the Company or its duly authorized agent that all dues and/or assessments levied by the Homeowners Association have been paid through the date of closing.

THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR PITKIN COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

NOTE: THIS COMMITMENT IS ISSUED UPON THE EXPRESS AGREEMENT AND UNDERSTANDING THAT THE APPLICABLE PREMIUMS, CHARGES AND FEES SHALL BE PAID BY THE APPLICANT IF THE APPLICANT AND/OR ITS DESIGNEE OR NOMINEE CLOSES THE TRANSACTION CONTEMPLATED BY OR OTHERWISE RELIES UPON THE COMMITMENT, ALL IN ACCORDANCE WITH THE RULES AND SCHEDULES OF RATES ON FILE WITH THE COLORADO DEPARTMENT OF INSURANCE.

COMMITMENT FOR TITLE INSURANCE**SCHEDULE B - SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any other facts which a correct survey would disclose and which are not shown by the public records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
7. Right of the Proprietor of a Vein or Lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded March 30, 1893, in Book 55 at Page 39.
8. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded March 30, 1893, in Book 55 at Page 39.
9. Restrictions contained in the Right of Way from Redstone Improvement Company to the Crystal River Railroad Company recorded September 22, 1903, as Document No. 68504 in Book 143 at Page 24.
10. Easement and right of way for national forest maintenance purposes, as granted by The Redstone Improvement Company to United States of America by instrument recorded June 29, 1917, in Book 154 at Page 562.
11. Water rights, hydrants, ditches, water mains and pipelines and anything else in anywise appertaining or belonging to the Redstone Water System, all telegraph, telephone and electric light wires and poles. Party of first part and for her heirs and assigns reserved forever the right of ingress and egress to, over and across said described lands for the sole purpose of making repairs to and for the maintenance of the Redstone Water System, as described in Warranty Deed October 31, 1945, in Book 171 at Page 79.
12. Any rights, interests or easements in favor of the State of Colorado, the United States of America, or

the general public, which exist or are claimed to exist in, over, under and/or across the waters and present and past bed and banks of the Crystal River.

13. Resolution No. 77-15 by the Board of County Commissioners of Pitkin County, recorded February 16, 1977, in Book 324 at Page 889.
14. The right of Architectural approval to any and all buildings and improvements to be erected or constructed on subject property as reserved by Peter A. Martin in the Deed to David R. Nelson and Patricia L. Nelson recorded May 4, 1990, in Book 619 at Page 695.
15. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. PZ-92-30 by the Planning and Zoning Commission of Pitkin County recorded December 9, 1992, in Book 697 at Page 60.
16. Resolution No. 97-143 by the Board of County Commissioners of Pitkin County, recorded August 8, 1997, at Reception No. 407115.
17. Occupancy Deed Restriction and Agreement for a Caretaker Dwelling Unit recorded September 22, 1997, at Reception No. 408648.

DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the land described in Schedule A of this Commitment within the past 13 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
- D. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
- E. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy: We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

COMMITMENT for TITLE INSURANCE

issued by



TITLE COMPANY OF THE ROCKIES, INC.

as agent for

CHICAGO TITLE INSURANCE COMPANY

Reference: 4055534

Commitment Number: 0701443-C2

Prepared for:

Kim Hartmann
Fidelity National Default Solutions
15661 Red Hill Avenue, Suite 201
Tustin, CA 92780

Inquiries should be directed to:

Kelli Burbach
Title Company of the Rockies - Aspen
517 East Hopkins Ave.
Aspen, CO 81611

SCHEDULE A

1. Effective Date: **December 19, 2004, 7:00 am** Issue Date: **January 14, 2005**
2. Policy (or Policies) to be issued:

ALTA Owner's Policy (10/17/92) Policy Amount:

Proposed Insured: **A Buyer to be Determined**
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

and title thereto is at the effective date hereof vested in:

United States of America
4. The land referred to in this Commitment is located in the County of **Pitkin**, State of **Colorado**, and is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE

LEGAL DESCRIPTION

The land referred to in herein is located in the County of Pitkin, State of Colorado, and described as follows:

(Carriage House Parcel)

A tract of land situated in the SE1/4 SW1/4 land in the SW1/4SE1/4 of said Section 20 and said NW1/4 NE1/4 and SW1/4 NE1/4 of Section 29, all in Township 10 South, Range 88 West of the 6th Principal Meridian, Pitkin County, Colorado, and being more particularly described as follows: Beginning at a point on the boundary line between said SW1/4 SE1/4 of said Section 20 and said NW1/4 NE1/4 of said Section 29 whence a stone found in place for the Witness Corner to the Northwest Corner of said Section 29 (also being the Southwest Corner of said Section 20) bears S 89°38' W 2852.68 feet; thence N 54°59'32" W 927.62 feet; thence N 85°01'19" E 667.80 feet to a road intersection as built; thence S 59°48'31" E 1161.86 feet; thence South 2639.56 feet to a point on the East-West centerline of said Section 29; thence S 89°44' W 411.43 feet along said East-West centerline; thence North 2638.84 feet to a point on the boundary line between said Section 20 and 29; thence S 89°38' W 498.34 feet along said boundary line to the point of beginning.

TOGETHER WITH

A 30 foot wide access easement situated in the NW1/4 SE1/4 and in the E1/2 SW1/4 of Section 20, Township 10 South, Range 88 West of the 6th Principal Meridian, Pitkin County, Colorado, and lying 15 feet on each side of the following described centerline:

Beginning at a point whence a stone found in place for the Witness Corner to the Southwest Corner of said Section 20 bears S 78°33'34" W 2278.67 feet; thence N 15°12'47" W 25.64 feet; thence N 19°15'22" W 53.09 feet; thence N 12°28'46" W 39.19 feet; thence N 09°56'28" W 106.16 feet; thence N 07°05'31" W 25.92 feet; thence N 13°31'54" E 26.10 feet; thence N 36°17'41" E 50.08 feet; thence N 26°35'38" E 50.35 feet; thence N 15°21'48" E 35.29 feet; thence N 10°13'11" E 80.34 feet; thence N 05°41'34" W 92.25 feet; thence N 03°37'15" W 63.37 feet; thence N 21°38'48" E 162.46 feet; thence N 31°34'37" E 106.30 feet; thence N 39°11'43" E 34.57 feet; thence N 29°59'38" E 64.06 feet; thence N 21°19'55" E 83.26 feet; thence N 25°42'19" E 81.91 feet; thence N 19°10'30" E 72.17 feet; thence N 01°03'52" W 231.13 feet; thence 117.84 feet along the arc of a curve to the right, having a radius of 112.29 feet, the chord of which bears N 29°00'04" E 112.51 feet; and continuing on the existing 30 foot wide access easement previously recorded as described to wit:

Beginning at a point in the NW1/4 SE1/4 of said Section 20 whence a stone found in place and properly marked for the Witness Point to the Southwest Corner of said Section 20 bears: S 52°53'19" W 3224.57 feet; thence along said centerline, N 59°04'01" E 187.16 feet; thence 136.84 feet along the arc of a curve to the left, having a radius of 263.57 feet, the chord of which bears N 44°11'35" E 135.31 feet; thence N 29°19'10" E 372.52 feet; thence 139.58 feet along the arc of a curve to the right, having a radius of 740.33 feet, the chord of which bears: N 34°43'15" E 139.38 feet; thence N 40°07'20" E 183.61 feet; thence 191.24 feet along the arc of a curve to the left, having a radius of 264.95 feet, the chord of which bears: N 19°26'41" E 187.12 feet; thence N 01°13'59" W 135.97 feet; thence 290.76 feet along the arc of a curve to the left, having a radius of 479.72 feet, the chord of which bears: N 18°35'49" W 286.33 feet; thence N 35°57'37" W 183.53 feet; thence 291.64 feet along the arc of a curve to the right, having the radius of 505.69 feet, the chord of which bears: N 19°26'23" W 287.61 feet; thence N 02°55'00" W 203.00 feet; thence 149.57 feet along the arc of a curve to the left, having a radius of 809.76 feet, the chord of which bears: N 08°12'30" W 149.36 feet; thence N 13°30'00" W 8.07 feet, more or less, to a point on the southerly right-of-way line of the Redstone Road.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I
REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Deed from United States of America to A Buyer to be Determined.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR PITKIN COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

NOTE: THIS COMMITMENT IS ISSUED UPON THE EXPRESS AGREEMENT AND UNDERSTANDING THAT THE APPLICABLE PREMIUMS, CHARGES AND FEES SHALL BE PAID BY THE APPLICANT IF THE APPLICANT AND/OR ITS DESIGNEE OR NOMINEE CLOSES THE TRANSACTION CONTEMPLATED BY OR OTHERWISE RELIES UPON THE COMMITMENT, ALL IN ACCORDANCE WITH THE RULES AND SCHEDULES OF RATES ON FILE WITH THE COLORADO DEPARTMENT OF INSURANCE.

COMMITMENT FOR TITLE INSURANCE**SCHEDULE B - SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any other facts which a correct survey would disclose and which are not shown by the public records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
7. Right of the Proprietor of a Vein or Lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded October 25, 1897, in Book 55 at Page 72, September 22, 1903, in Book 55 at Page 122, September 22, 1903, in Book 55 at Page 125.
8. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded October 25, 1897, in Book 55 at Page 72, September 22, 1903, in Book 55 at Page 122, September 22, 1903, in Book 55 at Page 125.
9. Easement and right of way for mainline and pipeline purposes, as reserved by C. Deen Cook and William J. Higgins in the Deed to Crystal River Lodge, Inc., recorded June 29, 1946, in Book 166 at Page 432, said easement being more particularly described therein.
10. Easement and right of way for electric transmission or distribution line purposes, as granted by The Sentinel Publishing Co. to Holy Cross Electric Association by instrument recorded October 14, 1976, in Book 317 at Page 999 said easement being more particularly described therein.
11. Easement and right of way for road purposes, as granted by Colomo, Inc. to The Sentinel Publishing Company by instrument recorded November 10, 1975, in Book 305 at Page 238 said easement being more particularly described therein.
12. Easement Vacation Agreement between Redstone Investment Co. and Rose Marie Hayes-Johnson recorded February 24, 1995, in Book 774 at Page 901.

13. Deed of Easement between Nancy Kissner-Wilson and James B. Johnson and Redstone Investment Co. recorded February 24, 1995, in Book 774 at Page 903.
14. Deed of Easement recorded February 24, 1995, in Book 774 at Page 907.
15. Deed of Easement recorded February 24, 1995, in Book 774 at Page 911.
16. Deed of Easement recorded February 24, 1995, in Book 774 at Page 916.
17. Deed of Easement recorded February 24, 1995, in Book 774 at Page 920, as amended by instruments recorded March 2, 2000, at Reception Nos. 441038 and 441039.
18. 60 foot access and utility easement as described in Quit Claim Deed recorded March 20, 1995, in Book 776 at Page 724.
19. Ditchrider Cabin Easement as described in Special Warranty Deed between Redstone Investment Co. and Rose Marie Hayes-Johnson recorded March 20, 1995, in Book 776 at Page 727.
20. Easement and right of way for access purposes, as granted by Redstone Investment Co. by instrument recorded March 3, 1995, in Book 775 at Page 364, March 3, 1995, in Book 775 at Page 383, March 20, 1995, in Book 776 at Page 646, March 20, 1995, in Book 776 at Page 690, March 20, 1995, in Book 776 at Page 697, March 20, 1995, in Book 776 at Page 718, March 20, 1995, in Book 776 at Page 727.
21. Deed of Easement recorded April 13, 1995, in Book 778 at Page 417.
22. Deed of Easement recorded April 21, 1995, in Book 779 at Page 193.
23. Easement and right of way for ingress and egress to Redstone Boulevard purposes, as granted by Redstone Investments Inc. to Cleveholm Manor Inc. by instrument recorded January 14, 1998, at Reception No. 412515.
24. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the Crystal River lying within subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands.

NOTE: There are no documents in the land records in the office of the Clerk and Recorder for Pitkin County, Colorado, accurately locating past or present locations of the center thread, bank, bed or channel of the above river or indicating any alterations of the same as from time to time may have occurred.
25. Any rights, interests or easements in favor of the State of Colorado, the United States of America, or the general public, which exist or are claimed to exist in, over, under and/or across the waters and present and past bed and banks of the Crystal River.
26. Any and all ditches and ditch rights.
27. All Easements and Rights of Way as shown on the Redstone Investment Co. Parcel Map by Lines In Space dated September 21, 1994.
28. Any and all right, title or interest which may be asserted by the Redstone Water and Sanitation

District due to or resulting from its water tank, water tank access or water lines being located on and/or traversing the subject property.

29. Agreement by Leon Harte, Tranquil Options, LLC, Peaceful Options, LLC, Serenity Options, LLC and the Redstone Water and Sanitation District recorded June 16, 2000, at Reception No. 444279.
30. Water System Easement Agreement by Leon Harte, Tranquil Options, LLC, Peaceful Options, LLC, Serenity Options, LLC and the Redstone Water and Sanitation District recorded June 16, 2000, at Reception No. 444280.

DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the land described in Schedule A of this Commitment within the past 13 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and materialmen's liens.
- D. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
- E. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy: We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

EG&G TECHNICAL SERVICES, INC.
U.S. Department of the Treasury Seized Real Property Support
BIDDER REGISTRATION FORM

BIDDER NUMBER

- ☐ Redstone Castle, 58 Redstone Blvd., Redstone, CO
☐ Carriage House, 58 Redstone Blvd., Redstone, CO
☐ Stable Complex, 58 Redstone Blvd., Redstone, CO
☐ Victorian Style Home, 410 Redstone Blvd., Redstone, CO

Completed by
EG&G Official

SALE NO. 05-66-895/905/906/909

SALE DATE March 19, 2005

BUSINESS/FIRM (if representing a business/firm)		TYPE OF BUSINESS					
FIRST NAME		LAST NAME MI					
MAILING ADDRESS (must be physical street address)							
CITY		STATE	ZIP COUNTRY (if not U.S.)				
SOCIAL SECURITY NUMBER		WORK PHONE NUMBER ()	HOME PHONE NUMBER ()				
FAX NUMBER (if available) ()		EG&G TECHNICAL SERVICES Use only	CASHIER'S CHECK BANK				
OCCUPATION			CASHIER'S CHECK NUMBER				
DATE OF BIRTH			AMOUNT CASHIER'S CHECK				
<p>How did you find out about this sale? (Please check all that apply.)</p> <table border="0"><tr><td><input type="checkbox"/> Eden Daily News <input type="checkbox"/> Danville Register & Bee <input type="checkbox"/> Madison Messenger <input type="checkbox"/> Reidsville Review</td><td><input type="checkbox"/> Internet <input type="checkbox"/> Treasury website <input type="checkbox"/> Internetauctionlist.com <input type="checkbox"/> National Association of Realtors website <input type="checkbox"/> Realtor.org <input type="checkbox"/> CWSMarketing.com <input type="checkbox"/> Realestatejournal.com <input type="checkbox"/> Other Website</td><td><input type="checkbox"/> Received a flyer in the mail (non-subscriber) <input type="checkbox"/> EG&G Subscription Service <input type="checkbox"/> Public Auction Line <input type="checkbox"/> Attended another U.S. Customs sale <input type="checkbox"/> Sign Posted on Property <input type="checkbox"/> U.S. Customs <input type="checkbox"/> Friend <input type="checkbox"/> National Auction Bulletin</td><td><input type="checkbox"/> Radio (name of station) <input type="checkbox"/> TV (name of station) <input type="checkbox"/> How did you know to go to the website? If from an ad - please specify where you saw the ad. <input type="checkbox"/> Other</td></tr></table> <p>DID YOU HEAR ABOUT THIS AUCTION FROM A REALTOR/BROKER? IS THIS YOUR FIRST TIME ATTENDING A U.S. CUSTOMS AUCTION?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO</p>				<input type="checkbox"/> Eden Daily News <input type="checkbox"/> Danville Register & Bee <input type="checkbox"/> Madison Messenger <input type="checkbox"/> Reidsville Review	<input type="checkbox"/> Internet <input type="checkbox"/> Treasury website <input type="checkbox"/> Internetauctionlist.com <input type="checkbox"/> National Association of Realtors website <input type="checkbox"/> Realtor.org <input type="checkbox"/> CWSMarketing.com <input type="checkbox"/> Realestatejournal.com <input type="checkbox"/> Other Website	<input type="checkbox"/> Received a flyer in the mail (non-subscriber) <input type="checkbox"/> EG&G Subscription Service <input type="checkbox"/> Public Auction Line <input type="checkbox"/> Attended another U.S. Customs sale <input type="checkbox"/> Sign Posted on Property <input type="checkbox"/> U.S. Customs <input type="checkbox"/> Friend <input type="checkbox"/> National Auction Bulletin	<input type="checkbox"/> Radio (name of station) <input type="checkbox"/> TV (name of station) <input type="checkbox"/> How did you know to go to the website? If from an ad - please specify where you saw the ad. <input type="checkbox"/> Other
<input type="checkbox"/> Eden Daily News <input type="checkbox"/> Danville Register & Bee <input type="checkbox"/> Madison Messenger <input type="checkbox"/> Reidsville Review	<input type="checkbox"/> Internet <input type="checkbox"/> Treasury website <input type="checkbox"/> Internetauctionlist.com <input type="checkbox"/> National Association of Realtors website <input type="checkbox"/> Realtor.org <input type="checkbox"/> CWSMarketing.com <input type="checkbox"/> Realestatejournal.com <input type="checkbox"/> Other Website	<input type="checkbox"/> Received a flyer in the mail (non-subscriber) <input type="checkbox"/> EG&G Subscription Service <input type="checkbox"/> Public Auction Line <input type="checkbox"/> Attended another U.S. Customs sale <input type="checkbox"/> Sign Posted on Property <input type="checkbox"/> U.S. Customs <input type="checkbox"/> Friend <input type="checkbox"/> National Auction Bulletin	<input type="checkbox"/> Radio (name of station) <input type="checkbox"/> TV (name of station) <input type="checkbox"/> How did you know to go to the website? If from an ad - please specify where you saw the ad. <input type="checkbox"/> Other				
Bidder MUST complete and sign for registration to be valid.							

I agree to comply with the terms of sale contained in the sale brochure and all future sales I attend. I certify that I am not: (1) under 18 years of age; (2) an employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder; (3) an agent or immediate member of the household of the employee in (2), above; (4) the contractor, subcontractor or vendor, or their agent who has access to information concerning the property to be sold at U.S. Department of the Treasury/ U.S. Customs Service auctions that is not generally available to the public; (5) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or (6) the party, or agent of the party(s), from whom the property was seized. EG&G Technical Services Department of the Treasury Seized Real Property Support subcontractors, may not act as agent for a third party in purchasing Department of the Treasury agency real property that is or had been in their custody or control. For breach of this warranty, EG&G Technical Services shall have the right to cancel any purchase contract without liability. Further, I agree that should I be named the successful bidder, my registered name, the property's address, and my purchase price will be published on the U.S. Department of the Treasury auction website. (Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000))).

NAME DESIRED ON TITLE DOCUMENTS <input type="checkbox"/> Bidder Name <input type="checkbox"/> Business/Firm		SIGNATURE	
Completed by EG&G Official	DESCRIBE IDENTIFICATION	ISSUED BY	NUMBER

U.S. Department of the Treasury Public Auction

WRITTEN BID FORM

Written bids must be received no later than 2:00 p.m. EDT, March 17, 2005. The appropriate deposit, by cashier's check only, must accompany your Written bid. The cashier's check must be made payable to **EG&G Tech Svcs Inc/USCS**. Please send this form and your deposit to EG&G Technical Services, 7723 Ashton Avenue, Manassas, Virginia, 20109, ATTN: Real Property Sales. Cashier's checks made payable to the bidder's name CANNOT be accepted.

My Contact Information:

First Name: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: (____) _____

- ☐ Redstone Castle, 58 Redstone Blvd. - Deposit: \$100,000
- ☐ Carriage House, 58 Redstone Blvd. - Deposit: \$50,000
- ☐ Stable Complex, 58 Redstone Blvd. - Deposit: \$50,000
- ☐ Victorian Style Home, 410 Redstone Blvd. - Deposit: \$25,000

Proxy Bidding

A Proxy bid is the maximum amount a bidder is willing to bid. Only as much of the maximum bid as is necessary will be used to maintain the bidder's high bid position. The property can be won for less than the maximum dollar amount specified depending on how others bid. Your bid will automatically be advanced on your behalf in increments of \$500 over the current high bid, up to your maximum amount.

Bid up to this amount (Proxy Bid): _____

Bid Exactly this amount (Flat Bid): _____

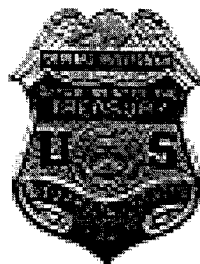
You can submit only one bid per property for this Written Bid Auction.

Your bid is a contract. If you are the winning bidder, you enter into a legally binding contract to purchase this asset from the Seller. This bid cannot be cancelled once submitted. Please review Terms of Sale for complete instructions.

The Seller reserves the right to reject any and all bids received. You will be notified via e-mail within 24 hours of the close of the auction if you are the winning bidder.

By signing here, you agree that all the information you are providing is complete and accurate and that you agree to the attached Terms of Sale provided by the Seller for this Written Bid Auction.

Signature



Auction Registration for U.S. Dept. of the Treasury Live Auction

Complete this form and click "Submit".
(* denotes required fields)

First Name	<input type="text"/>	*
Last Name	<input type="text"/>	*
SSN, PASSPORT, or VISA	<input type="text"/>	*
Date Of Birth	<input type="text"/>	
Occupation	<input type="text"/>	
Address	<input type="text"/>	*
Simulcast Auction Registration Form must be filled in online		
Address Line 2	<input type="text"/>	
City	<input type="text"/>	*
State or Province	<input type="text"/>	*
Postal Code	<input type="text"/>	*
Country	<input type="text"/>	*
Home Phone	<input type="text"/>	*
FAX	<input type="text"/>	
E-mail	<input type="text"/>	*

Desired Login ID * Login ID and Password are case sensitive.

Desired Password * Record this information for future reference.

Submit

Reset